



MINUTES OF THE COMMON COUNCIL

TUESDAY, DECEMBER 17, 2013, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney Tony Wachewicz. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, A. Kocha, J. Moore, D. Boyce, J. Brunette, J. Warner, M. Steuer, T. Sladek. Excused: B. Danzinger.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Thomas DeWane to approve the minutes of the November 19, 2013, meeting. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to approve the agenda. Motion carried.

REPORT BY THE MAYOR

The 2014 Council meeting schedule was handed out.

The Mayor announced that Rob Strong, Jim Jacque, and Mary Stutleen are retiring this month and presented Rob Strong with a proclamation.

The Mayor announced the winners of the 2013 Lights Contest:

Best Individual Home

Michael & Mary Lou Watzka, 3348 Davies Street, received \$50

Robert & Patricia Wertel, 3344 Davies Street, received \$50

The Red Smith Neighborhood Association will also receive \$350

Best Business Display

Wally Spot Restaurant received \$100 for their favorite charity

Best Block

300 Block of N. Oneida Street. It will be the first street to be snow plowed in the neighborhood after the major streets.

The Maple Arches Neighborhood Association and The Fisk Addition Neighborhood Association each received \$175.

PUBLIC HEARINGS

Public hearing relating to proposed Industrial Development Revenue Bond financing for TMT Holdings LLC Project. (Item #13)

No one appeared.

Zoning Ordinance No. 16-13

An ordinance amending Zoning Ordinance No. 14-05 for Northeast Wisconsin Technical College Campus Planned Unit Development to permit educational uses and the development of student housing. (Item #27)

No one appeared.

Moved by Ald. Wiezbiskie, seconded by Thomas DeWane to suspend the rules for the purpose of adopting the resolution and the ordinance. Motion carried.

APPOINTMENTS BY THE MAYOR

INTERIM COMMUNITY SERVICES DIRECTOR

Bill Lockery

Water Commission

Nanette Nelson

Green Bay Housing Authority

Bradley Hansen

Military Avenue BID Board Nominees-2014

Joe Mongin

Dan Burich

Andrea Gauger

Adam Kersten

Ken Davister

Greg Polacheck

Wendy Townsend

Broadway BID Board Nominees-2014

Marta Mezo

Alex Galt

Stephanie Bruss

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to confirm the appointments. Motion carried.

2014-2015 POLL WORKER APPOINTMENTS

<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>
2	BOEHM	SUE	8	BELONGIA	LIZ
2	BROWNELL	CONSTANCE	8	CANTALUPO	ALICIA
2	BROWNELL	JOHN	8	CZARNECKI	FRANK
2	CONARD	JANICE	8	GILLE	BEATTA
2	GILSOUL	JUNE	8	GRAHAM	JOSEPH
2	GRUENHAGEN	JERRY	8	JACOBSON	SHARON
2	KNAUS	NANCY	8	KAYE	JEANNE
2	ACKER	SANDY	8	BURCHELL	BRIAN
2	CHARLES	HEIDNER	8	KRUTZ	MARY E
3	BLAKE	MARY	8	WANAZEK	JUDY
3	TOYNE	NICHOLAS	8	WANAZEK	WARREN
3	WATTS	MIKE	8	WHITTON	BETSY
3	DAVISON	MIKE	9	COX	BETTY
3	DEMRO	DAVID	9	DALEY	KATHY
3	MILLER HANSEN	CHLOE	9	GIERCZAK	DOMINIC
4	CHURCHILL	GAIL	9	JAEGER	LORNA
4	JACOB	MARY	9	SEVCIK	CAROL
4	KOENIG	LISA	9	SEVCIK	ELMER
4	KRAWCZYK	VERN	9	LEURQUIN	LYNN
4	LESPERANCE	DEBRA	9	JAEGER	LE ROY
4	SCHELD	ERNEST	10	GREATENS	KAREN
4	SCHELD	MARY	10	HENDRY	KATHLEEN
4	WOESNER	MITCHELL	10	HERMAN	LINDA
4	WILLE	ROBERT	10	HERMAN	GARY
4	WILLE	MARY	10	MILLER	MARY LOU
4	EVANS	JOHN	11	ALBERS	DICK
5	ANDRUS	CARALYNN	11	DELVOYE	VALERIE
5	ANDRUS	SANDY	11	HUTCHISON	KEITH
5	GAST	PAUL	11	LARSON	WILLIAM
5	HAEVERS	BETTY	11	PFESITER	PATRICIA
5	OBENBERGER	ELIZABETH	11	DELVOYE	BRIAN
5	QUIGLEY	ROBERT	11	DELVOYE	ALEXANDER
5	STIEHM	JEFF	12	HOLSCHUH	BARBARA
5	TAYLOR	DAVID	12	JAUQUET	KATHY
5	QUIGLEY	SANDRA	12	KELLAM	DORIS
6	BOERSCHINGER	ROBERT	12	CANADEO	DAWN
6	HAEN	CAROL	12	CANADEO	JIM
6	ROESER	POLLY	13	SALADINO	TONY
6	SCHMITT	BERNARD	13	SNOW	GARTH
6	SHACKELFORD	ROSANNE	13	STAGGS	DAVE

6	TEBON	WAYNE	13	SHARICK	ADAM
6	WEINER	MARY	14	FISCHLER-FIFIELD	JOAN
6	HONZIK	PAUL	14	HUEBSCHER	RON
6	REED	DEBORAH	14	SIMONIS	MARY ANN
7	CATALANO	DAVID	14	SKERIS	CATHY
7	CATALANO	JOYCE	14	STIPE	JANICE
7	DYLE	RANDY	14	VERHEYEN	JILL
7	EGGERT	BONNIE	14	STYCZYNSKI	MARIAN
7	HANES	AUDREY			
7	HERSHMAN	ALICE			
7	RIPLEY	MYRTLE			
7	SMITH	TYLER			
15	BAKER	BERNICE	22	JACKSON	BRETT
15	HARTMAN	ANN	22	JAHNKE	CAROL
15	JUNKERMANN	BRADLEY	22	JAHNKE	WAYNE
15	NOACK	CAROL	22	MOENS	BEATRICE
15	PETTEY	MARIANNE	22	MOENS	GREGORY
15	STENLUND	MARY	22	STEENO	JEAN
15	WILKEY	CAROL	22	JAHN	MARILEE
15	GOWER	LARAE	23	CUMBERS	MARY
16	MALINSKI	DEBRA	23	DARMODY	LINDA
16	FRITZ	JOYCE	23	HOHENSTEIN	GAIL
16	GRUNWALD	MARGUERITE	23	SALEMI-BAETEN	SUSAN
16	HUEBNER	ELLEN	23	SCHNEIDER	MARY
16	TORRESANI	JOYCE	23	SCHWARTJE	MARIANNE
16	ZELLER	BARBARA	23	THIE	KRISTINA
16	MANNING	CAROL	23	JOHNSON	KATHLEEN
17	DENEYS	JAN	24	FRANCOIS	CARL
17	TESKE	NORMA	24	HERMAN	PATRICIA
17	VUILLEMIN	KAREN	24	OSTERTAG	JOY
17	WILTING	MARY	24	PETERS	CARYL
17	WOZNAK	CATHY	24	SCHWAUDER	DONALD
17	WOZNAK	BOB	24	WEIDNER	NANCY
18	BASTEN	PAT	25	DRAKE	CINDY
18	DAHLKE	NANCY	25	HEIM	DONNA
18	GIBSON	MARY	25	HRUBESKY	JUDY
18	JANOWSKI	SHIELA	25	JACQUE	MARY JO
18	JANUS	JOYCE	25	WATTS	MARY
18	KRAWCZYK	JUDY	25	YATES	BILL
18	LEDVINA	CAROL	25	VANDE LOGT	MARY KAY
18	HENDERSON	BOB	25	HOLDA	SHARON
18	WARTENBERG	BOB	26	ALGER	PENNY
18	REIMER	JOAN	26	FRUZEN	MARY
19	BLAKESLEE	PENELOPE	26	GELLIN	MARY JO
19	BOUCHER	RITA	26	LANDRY	JUDITH
19	ERICKSON	ANDREA	26	SIMAC	CAROL
19	FREDRICKSON	CAROL	26	WRAY	DAVE
19	MORGAN	GLORIA	27	VANDENACK	MARY
19	SASMAN-PERRY	CHERYL	27	KING	JOY

19	SLATER	DANIEL	27	PRUE	LORRAINE
20	BOWERS	GERALDINE	27	O'MALLEY	KARINA
20	CRAWFORD	JANICE	28	BRUSEWITZ	KELLY
20	ENGSTROM	CHRIS	28	CURRO-KINARD	JANE
20	NEWLIN	ROSALIE	28	JUBERT	CAROL
20	PUZA	GREG	28	ROBERTS	LUCILLE
20	KASSNER	FRANCES	28	SCHLEY	KAREN
21	BARNICA	RAMONA	28	SMITH	DAWN
21	BLOHOWIAK	DON			
21	PARFITT	KAREN			
21	SEVCIK	MARY			
21	VAN DEURZEN	BEVERLY			
29	AXELSON	PEG	36	BARRINGTON	STEPHANIE
29	KING	ANNETTE	36	HUETTER	HELEN
29	KING	ELIZABETH	36	TURNER	KATHLEEN
29	LEPAK	KATHLEEN	36	VAN DALEN	ROSEMARY
29	MARTYNSKI	AMY	36	BARRINGTON	RAY
29	PATTERSON	JOHN	36	POPP	SANDRA
29	WENNINGER	GAIL	36	STEIN	ELIZABETH
29	JANSSEN	DIANE	37	BOROWITZ	ROSEMARY
29	BRAMSCHREIBER	DEAN	37	GENTZ	BETTY
29	BRAMSCHREIBER	ANN	37	GERMAINE	KATHY
29	BRITZ	CHRISTOPHER	37	KORNAUS	NANCY
29	ZEPNICK	KRISTI	37	SMITS	MARLENE
30	GRIDLEY	BETH	37	WRIGHT	DOLORES
30	KURTZ	BEVERLY	37	NIGHORN	BRIAN
30	MC MAHON	CAROLINE	38	HARTZHEIM	ESTHER
30	MC MAHON	WAYNE	38	HENDERSON	ELAINE
30	PLANT	JACQUELINE	38	PARADISE	PATTY
31	COTTER	TINA	38	RECKELBERG	HERMAN
31	JANSSEN	LILY	38	SHERMAN-KALCIK	JEAN
31	JOLIN	MERLE	38	WAYTE	PATRICIA
31	LEWIS	KAY	38	KOBES	MAGDALINE
31	PLINER	GINNY	38	STE. MARIE	JEANINE L.
31	VOGEN	LINDA	38	ROUSSEAU	KAREN
31	WEISENSEL	DARLENE	39	BIEDA-KYLES	CAROLYN
31	BRICKMAN	MARY	39	BUTH	MARIE
32	GOSZ	JO ANN	39	FLATEN	PEGGY
32	MOLITOR	KAREN	39	MONTGOMERY	LINDA
32	PLUMMER	BARBARA	39	REINKE	JANET
32	SETTE	TRACY	39	CROWLEY	CATHERINE
32	EDGES	CAROL	39	JOHNSON	NAOMI
32	NYLUND	GERALDINE	40	DUFRESNE	ELLEN
33	LEU	RICHARD	40	HANSEN	DONNA
33	LEU	NANCY	40	LAHEY	BARB
33	LEWIS	SUE	40	MAAS	PEGGY
33	WOCHENSKE	ROSEMARY	40	SINKEWICZ	COLLETTE
33	NOVITSKI	MAXINE	40	STOECKIGT	RUTH
34	BECKER	TERRY	40	KORNOWSKE	DONNA

34	CLINE	EILEEN	41	DOBRATZ	JAMES
34	COLEMAN	GARY	41	DOBRATZ	MARY ANN
34	POWLESS	SHARON	41	MILLHISER	PEG
34	POWLESS	LLOYD	41	MILLHISER	FRANK
34	TOZIER	MARY	41	STOEHR	RUTH
34	LUEBKE	WAYNE	41	VER KUILEN	KATHRYN
35	BUBLITZ	MARY JANE	41	DIERBERG	BIRGIT
35	FARRELL	JULIA	42	DUFANO	MARY ANN
35	LEMERE	STACY	42	KORBISH	DONNA
35	NARANCE	CHARLENE	42	MARKOWSKI	MILDRED
35	LANGE	NANCY	42	MEYER	JERRY
35	JENSEN	PAT	42	WARD	MARCIA
35	VAN STRATEN	NANCY	42	WILSON	JEAN
35	WINKLER	BARBARA	42	ZEUSKE	RANDY
			42	WALKER	MARGARET
43	MC ALLISTER	VI	46	ABEL	LYNN
43	MC ALLISTER	ROD	46	DENNIS	BARBARA
43	O'CONNELL	JULIE	46	KURTH	RAMONA
43	PHILLIP	DON	46	KURTH	LISA
43	PHILLIP	JUDY	46	RINCON	EDWARD
43	TINGLEY	LINDA	46	RUNGE	BETTY
43	WISKOW	TOM	46	HURLEY	SCOTT
43	HILL	Arthur	46	WELTY	LOIS
43	CHRISTIANSEN	LYN	46	SAUER	MARGARET
44	BEHNKE	JOAN	47	GUSTAFSON	ILENE
44	HOMME	ELIZABETH	47	PORTER	TERRY
44	JAKLIN	CAROLLE	47	ROESER	MERIBETH
44	LAWYER	DENNIS	47	SCHROEDER	MARSHA
44	LAWYER	ROSALIE	47	ARENDT	BETTY
44	LAWYER	KAREN	47	BUTKOVICH	PAUL
44	O'LEARY	CAROLE	47	BUTKOVICH	LOIS
44	VANDER WEGAN	ROGER	47	GRIGG	PAULA
44	VERTZ	GRACE	47	HEDTKE	JANET
44	HICKEY	PATRICIA	47	VAILE	JOANN
44	RHYNER	NANCY	47	VANDERPERREN	CATHERINE
44	BROUCH	MARJORIE	47	VANDERPERREN	RAY
44	RINGSRED	TOM			
45	BUCHHOLZ	BEATRICE			
45	HARP	ARLENE			
45	HARRISON	KRIS			
45	LOVLIN	CARL			
45	STEFFEL	MAUREY			
45	TESKE	MERCILLE			
45	HARTWIG	BARBARA			

Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to confirm the appointments.
Motion carried.

PETITIONS & COMMUNICATIONS

ADVISORY COMMITTEE

Request by Ald. Kocha to discuss, with possible action, the Council's legal and ethical issues and expectations of aldermen who also serve as Brown County supervisors.

IMPROVEMENT & SERVICE COMMITTEE

Request by Ald. Steuer to see, the permission to park on-street overnight up to a maximum of twelve times per year.

Applications for Tree & Brush Trimmer Licenses by the following:

- A. Big Boy's Landscape & Snow Services, LLC.
- B. A Four Season Tree Care
- C. Casey's Tree Service, LLC
- D. Ripley Stump Grinding

Request by Ald. Kocha to consider, with possible action, constructing the sidewalk on the south side of University Avenue, from Humboldt Road to St. Anthony Drive, as a multi-use trail, as an alternative to a sidewalk.

Request by Ald. Wiezbiskie, on behalf of constituents on the north end of Bay Highland Circle Drive, to have the City enter on the private drive to pickup garbage and recyclables.

Request by Ald. Wiezbiskie to repair the street light at 325 McKenzie.

LAW DEPARTMENT

Request by Ald. Boyce for research on options to prohibit overnight parking of occupied vehicles and trailers in downtown parking lots, with presentation of options to Protection & Welfare Committee, with possible action.

MAYOR'S OFFICE

Request by Ald. Wiezbiskie to have Wildlife Sanctuary staff make a presentation of 2013 achievements to the Council.

TRAFFIC COMMISSION

Requests by Ald. Kocha for the following:

- 1. To consider modifying the parking restrictions on Mech Street.
- 2. To add restrictions to the parking on Basten Street, between Proulx and Henry Streets.

Moved by Ald. Tim DeWane, seconded by Ald. Wiezbiskie to refer the petitions and communications to the appropriate committee or commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE GREEN BAY PLAN COMMISSION December 17, 2013

The Green Bay Plan Commission, having met on Monday, December 9, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the conditional use permit authorizing 52 units of supportive housing for veterans and for buildings that exceed the height limitation in a Public Institutional (PI) District located in the 2900 block of Saint Anthony Drive. The amendment extends the life of the conditional use approval for an additional 12 months. The previously established conditions of approval continue to apply.
2. To receive and place on file the request to rezone 117 N. Ashland Avenue from Low Density Residential (R1) to General Commercial (C1) and to rezone 107-109 N. Ashland Avenue from Highway Commercial (C2) to General Commercial (C1). Referred back by City Council on June 18, 2013.
3. To deny the request to amend the Planned Unit Development (PUD) for a proposed Youth Education Program operated by the Green Bay Area Public School District (GBAPSD) located at 2430 Finger Road.
4. To amend the Planned Unit Development (PUD) for modified signage at 2926 Finger Road, subject to the draft PUD amendment.
5. To create a Planned Unit Development (PUD) for a single-family development as part of The Preserve, located in the 100 to 300 Block of North Huron Road, subject to:
 - A. The draft Planned Unit Development (PUD)
 - B. Approval of The Preserve subdivision plat within one year of the adoption of the draft PUD.
6. To repeal and recreate Chapter 13-1300 to be compliant with the regulations of NFIP 60.3(d), and the adoption of 2 revised FIRM panels, submitted by the Green Bay Planning Department, subject to:
 - A. Adoption of the draft WDNR model ordinance
 - B. The retention of the current language regarding grading standards and requirements for submittals to the Zoning Board of Appeals
 - C. Adoption of the affected FIRM map panels: 55009C0142G and 55009C0144G.
 - D. The staff further investigating the ability for the City to retain its basement exemption as part of the current ordinance

7. To approve the following 2014 Business Improvement District (BID) Board members as recommended by the Mayor.

A. For Military Avenue: Joe Mongin, Dan Burich, Anndrea Gauger, Adam Kersten, Ken Davister, Greg Polocheck, and Wendy Townsend.

B. For On Broadway, Inc: Marta Mezo, Alex Galt, and Stephanie Bruss

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Item #3. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Sladek to adopt Item #3.

Moved by Ald. Kocha, seconded by Ald. Wiezbiskie to refer Item #3 back to the Plan Commission. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY December 17, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, December 10, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve sale, development agreement as amended, and related documents with AHM Inc. (copies attached) for redevelopment of the Clarion Hotel property subject to legal and technical changes.
2. To approve the term sheet for the Hotel Northland project (copy attached).

TERM SHEET Clarion Hotel Redevelopment Project 200 Main Street

The terms and conditions described herein are part of a comprehensive purchase and/or development agreement between and amongst the parties hereto, each element of which is consideration for the other elements and an integral aspect of the proposed agreements (defined below). This term sheet ("Term Sheet") does not constitute an offer or a legally binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities.

The transactions contemplated by this Term Sheet are subject to conditions to be set forth in a definitive agreement, including without limitation a purchase agreement, a development agreement and other supporting documentation. Any definitive agreement shall have the standard representations and warranties that are customary in such transactions.

Until publicly disclosed by the parties hereto, this Term Sheet and the information contained herein are strictly confidential and may not be shared by any party without the prior written consent of all parties hereto.

1. Property Purchase
 - a. American Hospitality Management, Inc., a Michigan corporation, on behalf of an entity to be formed for the sole purpose of bringing the transactions contemplated by this Term Sheet to fruition (hereinafter referred to as "Developer") will purchase from Redevelopment Authority (hereinafter referred to as "RDA") the portion of Parcel 12-164 200 Main Street (Clarion Hotel Property) for \$2.7 M as described in Exhibit A. The RDA shall retain title to property and air-rights described in Exhibit B for the future expansion of the KI Convention Center. (NOTE: will include air rights, footing easements, Clarion meeting rooms and land under meeting rooms, and any other property required for KI Convention Center expansion. The Hotel Meeting Space is to be demolished under the development plan of the City. The City will construct new KI Convention Center meeting rooms within a portion of this area. b. Developer shall have, at its option, the right to enter into an agreement with the City of Green Bay for management of the City-owned boat docks located along the east shore of the Fox River north of the Foxy Lady dock, see attached Dock Management Agreement.
 - b. The City shall resurface the parking lot area located beneath the KI expansion construction in conjunction with the redevelopment of the convention space.
2. City will cooperate with respect to any and all permits necessary for Project.
3. Environmental.
 - a. Developer may elect to conduct an environmental assessment of the Property prior to purchase.
4. Following City Council authorization of this term sheet, a development agreement consistent with the terms and conditions herein shall be executed by the Redevelopment Authority, Mayor, and Clerk subject to legal and technical changes.
5. Developer Equity - Not less than 10% of total project cost.
6. Development Description.
 - a. Development cost – Project to be no less than \$5,300,000 investment into the property, excluding acquisition costs. Project to include, without limitation, rehabilitation and upgrade of a 146 room, five-story hotel building; first floor lobby, or related hospitality services. Once completed, the hotel will be a Hilton or IHG flag (quality of a Marriott Courtyard or Hampton Inn) subject to franchise approval.
 - b. Parking to be addressed as part of the site plan approval process.

DEVELOPER:
AMERICAN HOSPITALITY

CITY:

MANAGEMENT, INC.

Fredrick W. Kindell, Vice President

James J. Schmitt, Mayor

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY:

Kris A. Teske, City Clerk

Harry Maier, Chairman

P. Robert Strong, Secretary

PURCHASE AGREEMENT
Clarion Hotel

THIS PURCHASE AGREEMENT (the "Agreement"), is made and entered into by and between American Hospitality Management, Inc., ("Buyer") and the City of Green Bay and Redevelopment Authority ("Seller") as of the date this Agreement has been signed by both Buyer and Seller.

W I T N E S S E T H :

WHEREAS, Seller is the owner of certain real property hereinafter described, which Buyer is interested in purchasing on the terms and conditions hereinafter set forth;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller on the terms hereinafter stated all of Seller's right, title and interest in and to the following described property (all of which is collectively referred to herein as the "Property"):

1.1 Land. That real property located at 200 N. Main Street, in the City of Green Bay, County of Brown, State of Wisconsin, Parcel No. 12-164, with all easements, rights-of-way, and rights appurtenant thereto (the "Land").

1.2 Personal Property. All of the personal property and equipment located within the Improvements as of the date of Closing and belonging to Seller (the "Personal Property").

1.3 Service Contracts. All of those certain contracts to provide services to the Property described in Section 5.2(c) to which Buyer does not object (the "Service Contracts").

1.4 Plans and Specifications. All plan, specifications, test results, architectural drawings, engineering studies and other documents pertaining to the Improvements or Land.

ARTICLE II

PURCHASE PRICE

Subject to the adjustments and prorations described in Article III below, the total purchase price to be paid by Buyer to Seller for the Property is the amount of two million seven hundred thousand dollars and no cents. (\$2,700,000.00) (the "Purchase Price"). The Purchase Price shall be paid in the following manner:

2.1 Earnest Money. One hundred thousand dollars and no cents (\$100,000.00), in the form of Buyer's check, shall be deposited with the Title Company (the "Title Insurer"), as escrow holder, as earnest money no later than five days after the date of this Agreement. If the purchase and sale under this Agreement closes, then the earnest money shall be applied to the Purchase Price. If the purchase and sale under this Agreement fails to close due to the failure of any contingency under Article V to be either satisfied or waived within the time allotted therefor, Buyer shall be entitled to a refund of all earnest money as liquidated damages and not as a penalty. If, however, such purchase and sale fails to close after all of the contingencies set forth in Article V have been removed or waived, then Seller shall be entitled to the earnest money as liquidated damages and not as a penalty.

2.2 Payment of Remainder. On the Closing Date, Buyer shall pay to Seller the remaining amount of the Purchase Price, subject to the adjustments and prorations set forth in Article III hereof, in the form of a certified check drawn on a bank acceptable to Seller or wired funds. Funds delivered by wire transfer shall be deemed to be delivered only when Seller's bank has given Seller written or telephonic notice that such funds have been received and deposited into Seller's account.

ARTICLE III

ADJUSTMENTS AND PRORATIONS

The Purchase Price shall be adjusted at Closing (hereinafter defined) on the following basis:

3.1 Property Taxes. Seller shall pay all real and personal property taxes for the year preceding Closing and prior years. Real and personal property taxes levied for the year of Closing shall be prorated on a daily basis to the Closing Date using the actual real and personal property taxes levied for the year of Closing, and Buyer shall receive a credit to the Purchase price at Closing for Seller's pro rata share. If the actual tax levy is not known at the time of Closing, Buyer and Seller shall prorate the real and personal property taxes for the previous year. If the Property or any portion of the Property is part of a larger tax parcel, the real and personal property taxes shall be further prorated, based upon the ratio of the total square footage of the Property to the total square footage of such tax parcel.

3.2 Adjustment in Year Following Closing. Upon receipt of the tax bill for the year of Closing, the tax proration shall be adjusted on the basis of the actual real and personal property taxes levied for such year. The party who has underpaid its share of the taxes for the year of Closing under this proration shall pay the deficiency, and the party to whom such deficiency is owed may offset such deficiency against any amounts owed to the other party.

3.3 Special and Area Assessments. Seller shall pay all special and area assessments for work actually commenced, completed, or levied prior to the date hereof. Buyer shall be responsible for all other special and area assessments and for all connection or interceptor charges payable to any utility or municipality as a prerequisite to obtaining any sanitary or storm sewer, gas or electrical service not now provided to the Property.

3.4 Utilities. Seller shall pay all metered utility charges, including charges for sewer, electricity, gas and water on the basis of the meter readings taken as of the Closing Date or as soon thereafter as such meters are read.

3.5 Fuel. Buyer shall reimburse Seller for any unused fuel remaining on the Property.

3.6 Recording Fees. Buyer shall pay all recording fees, except that Seller shall pay the recording fees for such documents as are required to be recorded in order to cause title to the Property to be in the condition called for by this Agreement.

3.7 Transfer Taxes. Seller shall pay the Wisconsin Real Estate Transfer Fee.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

This Agreement is entered into by Buyer on the representations and warranties of Seller set forth below, upon which Buyer has relied and without which Buyer would not have entered into this Agreement. All such representations and warranties are

conditions of this Agreement and each goes to the root of the Agreement. Each is true as of the date hereof, and shall be true on the Closing Date and shall survive the Closing. Buyer may waive in writing any or all of these representations and warranties, which are as follows:

4.1 Authority. Seller has complete power and authority to sell, transfer and convey the Property to Buyer, and that person (or those persons) signing below on behalf of Seller personally warrant that they have the authority to act as Seller's agent or agents in the sale, transfer and conveyance of the Property to Buyer.

4.2 Good Title. The Property shall be, on the Closing Date, subject to no easements, rights-of-way, liens or other encumbrances of any nature excepting the exceptions set forth on Exhibit B attached hereto and made a part hereof. All other liens and encumbrances (except for those that may be waived by Buyer pursuant to Article VI) shall be discharged by Seller, at Seller's expense, at or prior to the Closing. All exceptions set forth on Exhibit B and all exceptions waived by Buyer pursuant to Article VI are referred to in this Agreement as "Permitted Exceptions."

4.3 Personal Property. Seller has power and authority to sell, transfer and convey the Personal Property to Buyer. The Personal Property shall be, on the Closing Date, free and clear of all liens, claims or encumbrances, shall be fully paid for and shall be located on the Property on the Closing Date.

4.4 No Prior Right to Purchase. No person has any option, right of first refusal or similar right to purchase all or any portion of the Property.

4.5 Property Physically Suitable for Contemplated Use. The Property is serviced by water, sewer, gas, electric, telephone and drainage facilities which are connected and operational and which have been, and are, adequate to service the Property as a hotel, all such facilities have been paid for in full, and all levies, impost fees and charges of any kind whatsoever levied by the municipal or other governmental authority or public utilities commissions have been paid in full.

4.6 Laws Regulating Contemplated Use of the Property. The use and operation of the Property as a hotel at Closing will be in full compliance with applicable zoning, land use, environmental (including without limitation the Comprehensive Environmental Response Compensation and Liability Act and the Resource Conservation and Recovery Act) or other laws, and private deed restrictions. Seller has received no notice of any change contemplated in any applicable law, ordinances or restrictions or any judicial or administrative action, or any action by adjacent land owners which would prevent, limit, impede or render more costly, such use and operation, excepting, however, for normal increases in real estate taxes.

4.7 Ingress and Egress. All means of ingress and egress from the Property have been constructed and are presently being used in compliance with the regulations and requirements of all government authorities having jurisdiction.

4.8 No Outstanding Orders Regarding Utilities. No alterations, repairs, improvements or other work have been ordered or directed to be done or performed to or in respect of the Property or any part thereof or to the sewage containment and disposal system, if any, well, plumbing, heating, sewer (storm and/or sanitary), if any, water, electrical or other mechanical systems comprising part thereof, by any court or municipal, state or other competent authority which has not been complied with to the satisfaction of such authority.

4.9 No Outstanding Orders Regarding Condemnation; Compliance With Building and Use Restrictions. No notice or order has been received or remains outstanding from any municipal, state or other statutory authority or board of fire underwriters or court advising of any defects in construction of the Property or any installations therein, or relating to noncompliance with any building restrictions, zoning ordinance or other regulation or ordinance or relating to any threatened or impending condemnation or expropriation; and to the best of Seller's knowledge, information and belief, no such defect or noncompliance exists. The Property shall be conveyed free and clear of any such defects or noncompliance. Seller hereby authorizes Buyer to make any searches Buyer deems necessary for notices and orders.

4.10 Financial Information: None of the financial information furnished by Seller or any of its representatives in connection with the execution, delivery, and closing under this Agreement shall be materially false or misleading or contain any material misstatement of fact or omit to state any material fact required to be stated to make the statements therein not misleading.

4.11 No Encroachments. All buildings and other improvements upon the Property are within the boundary line of the Property, are within any setback lines applicable to the Property and do not encroach on any area which is the subject of an easement; and there are no encroachments upon the Property.

ARTICLE V

CONTINGENCIES

Seller and Buyer agree that the performance of the obligations herein set forth are specifically contingent upon the satisfaction and performance of each of the following conditions:

5.1 Parties shall enter into a Development Agreement prior to Closing consistent with the terms and conditions contained in the Term Sheet attached as Exhibit A and herein incorporated by reference. Seller shall retain portions of the current property after Closing, which includes, but is not limited to, the meeting room space along with air rights and all related easements necessary for the Expansion of the KI Convention Center.

5.2 Purchase Money Loan. Buyer obtaining a written commitment, issued within sixty (60) days from the date of this Agreement and extending through the Closing Date, to provide a mortgage loan in the principal amount of Two million seven

hundred thousand dollars and no cents(\$2,700,000.00) with an interest rate of not greater than _percent_(____%) on the unpaid principal balance thereof for a term of not less than (____) years, with monthly payments of principal and interest amortized over a _____ (____)-year period amortization schedule. In addition to the receipt of a written commitment as described above, and as an additional contingency to Buyer's obligation to perform, all conditions imposed by the mortgage lender upon Buyer's receipt of the loan principal must be met by Buyer or waived by the mortgage lender.

5.2 Inspection. Buyer's inspection and approval of the physical condition of the Property. (Seller reserves the right to have a representative present at the time of such inspection.) Buyer shall have thirty (30) days from the date of this Agreement to undertake such inspection, to become thoroughly familiar with the condition of the Property and to conduct such tests upon the Property as Buyer may reasonably deem necessary, including without limitation testing of groundwater, soils, subsoils and rock conditions, and to give notice to Seller of any adverse condition revealed thereby. All such activities shall be at Buyer's sole cost. Buyer shall indemnify, defend and hold Seller harmless from and against any and all expenses incurred by Seller including but not limited to reasonable attorneys' fees, costs and damages arising out of Buyer conducting any such tests, inspections, reviews or audits and damage done to or on the Property by reason of such activities.

5.3 Compliance with Regulatory Orders. Compliance of the Property, as of the Closing Date, with all federal, state and municipal laws, regulations, against or affecting the Property.

5.4 The Property Not Adversely Affected or Threatened. Subject to Articles VII and VIII, the Property, or any material part thereof, shall not have been and shall not be threatened to be materially adversely affected in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, any action by the United States or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity or armed forces or act of God or public enemy.

5.5 Continued Validity of Representations and Warranties. The validity in all respects, as of the Closing Date, of each of the representations and warranties set forth in Article IV.

ARTICLE VI

TITLE

Seller shall furnish and deliver to Buyer for examination within thirty (30) days from the date of this Agreement a commitment for marketable title insurance on the Property issued by the Title Insurer, committing the Title Insurer to issue title insurance to the Property in the amount of the full Purchase Price, showing all liens, encumbrances and other matters of record, together with legible copies of all documents that appear as exceptions to title. Buyer shall have fifteen (15) days

following delivery of such commitment, or thirty (30) days after the date of this Agreement, whichever is later, to deliver to Seller written notice of objection to the condition of title. If Buyer fails to deliver such notice by such deadline, then Buyer shall be deemed to have approved of the condition of title as shown by such commitment. Exceptions to title approved by Buyer hereunder shall be deemed to be Permitted Exceptions. If, within fifteen (15) days following delivery of Buyer's notice of objection, Seller is unable to cure such defects, buyer shall have the option either to:

(a) Terminate this Agreement, in which case this Agreement shall be null and void, and Buyer shall be entitled to the expeditious return of its earnest money; or

(b) Waive any defects of title and perform pursuant to terms of this Agreement, notwithstanding any defects in title.

All costs of providing such title commitment, and of issuing the title policy pursuant to such commitment, shall be borne by Seller and shall be paid at or before Closing.

ARTICLE VII

PHYSICAL DESTRUCTION

7.1 Seller Shall Bear All Risk Through Closing. Subject to this Article, Seller shall bear the risk of all loss or damage to the Property from all causes until the execution and delivery of the conveyance provided for herein. Seller shall promptly notify Buyer in writing of any loss or damage. Seller's notice to Buyer shall include a copy of any and all of Seller's insurance policies which would arguably cover the loss or damage and any adjustments or settlement offers provided by any insurer.

7.2 Seller Bound to Insure. Seller agrees to maintain fire and extended coverage insurance for the full replacement value of the Property between the date of this Agreement and the Closing.

ARTICLE VIII

CLOSING

The closing of the purchase and sale of the Property (the "Closing") shall be as follows:

9.1 Time and Place. The Closing shall take place no later than December 1, 2013, or upon such other date agreed to in writing by Buyer and Seller (the "Closing Date").

9.2 Seller's Obligations. At the Closing, Seller shall do the following:

(a) Deed. Execute, acknowledge and deliver to Buyer a warranty deed conveying title to the Property subject to the Permitted Exceptions.

(b) Affidavit Re: Construction Liens. Execute, acknowledge and deliver to Buyer an affidavit that there have been no improvements to the Property for six (6) months immediately preceding the Closing Date; or, if the Property has been improved within six (6) months immediately preceding the Closing Date, Seller shall deliver releases or waivers of all construction liens and lien rights executed by general contractors, subcontractors, suppliers or materialmen.

(c) Assignment of Warranties. Execute and deliver to Buyer an assignment or assignments assigning to Buyer all assignable guarantees and warranties, if any, issued or made in connection with the construction, improvement, alteration and repair of any improvements comprising a part of the Property, together with the originals of each such guaranty and warranty which Seller has in its possession. Seller does not warrant that any such guarantees or warranties exist.

(d) Licenses, Certificates. Deliver to Buyer copies of Seller's existing certificates of occupancy, licenses, permits, authorizations and approvals required by law and issued by governmental authorities having jurisdiction and copies of Seller's existing certificates issued by local board of fire underwriters (or other body exercising similar functions), if any, and the original of each bill for current real estate and personal property taxes, together with proof of payments thereof (if any of the same have been paid).

(e) Assignment and Assumption of Leases and Services Contracts. Execute and deliver to Buyer an agreement under which Seller shall assign, and Buyer shall assume, all of Seller's right, title and interest in and to and all of Seller's obligations under, the Leases and in and to the Service Contracts. Such agreement shall provide that Seller shall indemnify and hold Buyer harmless from and against any and all liability arising under the Leases and service Contracts including liability for costs and attorneys' fees, which liability arises from, or is based upon, any facts or circumstances which occurred or existed during any period on or prior to the Closing Date, and that Buyer shall indemnify and hold Seller harmless from and against any and all liability arising under the Leases and Service contracts, including liability for costs and attorneys' fees, which liability arises from, or is based upon, any facts or circumstances which occur or exist during any period following the Closing Date. Seller shall deliver to Buyer, together with such agreement, originals of all the Leases and Service Contracts.

(f) Bill of Sale. Execute and deliver to Buyer a bill of sale assigning and conveying to Buyer title to the Personal Property covered by this Agreement, free and clear of all liens and encumbrances.

(g) Wisconsin Transfer Tax Return. Execute and deliver to Buyer the Wisconsin Transfer Tax Return, together with a check made payable to the register of deeds of the county in which the Property is located in the amount of the transfer tax due.

(h) Closing Statement. Execute and deliver to Buyer a closing statement setting forth the Purchase Price, all adjustments thereto and all amounts paid at the Closing.

(i) Releases of Brokers. Deliver to Buyer executed releases from all brokers, agents, collectors or other persons claiming or having the right to claim any compensation or expenses that are owing or are to become owing, or that are now due and payable hereafter to anyone in connection with the negotiation of any leases and the obtaining of any tenants for all or any part of the Property or in connection with the rents payable thereunder.

(j) Delivery of Possession. Deliver possession of the Property to Buyer.

9.3 Buyer's Obligations. At the Closing, Buyer shall do the following:

(a) Delivery of Purchase Price. Deliver to Seller funds equal to the unpaid balance of the Purchase Price, as adjusted pursuant to Article III.

(b) Indemnification for Security Deposits. Execute and deliver to Seller an agreement to indemnify Seller and hold Seller harmless from and against any and all liability for any portion of the security deposits transferred to Buyer at the Closing pursuant to Section 3.8 hereof.

(c) Assignment and Assumption of Leases and Service Contracts. Execute and deliver to Seller a counterpart of the agreement described in Section 9.2(e).

(d) Closing Statement. Execute and deliver to Seller a counterpart of the agreement described at Section 9.2(i).

ARTICLE X

DEFAULT

If either party (the "Defaulting Party") fails to perform the Defaulting Party's obligations hereunder, the party claiming default (the "Non-Defaulting Party") shall make written demand for performance. If the Defaulting Party fails to comply with such written demand within ten (10) days after receipt thereof, the Non-Defaulting shall be entitled to its remedies hereunder.

ARTICLE XI

ASSIGNMENT

Buyer shall not at any time after the acceptance of this Agreement and before the closing of this transaction transfer and assign this accepted Agreement to any other person, firm or corporation without Seller's written consent.

ARTICLE XII

GENERAL PROVISIONS

12.1 Entire Agreement. This document contains the entire agreement between Buyer and Seller and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

12.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12.3 Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

12.4 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To Seller: City of Green Bay
 Attention: Mayor Jim Schmitt
 100 N. Jefferson St., Room 200
 Green Bay, WI 54301

 Redevelopment Authority
 Attention: Rob Strong, Executive Secretary
 100 N. Jefferson St., Room 600
 Green Bay, WI 54301

To Buyer: American Hospitality Management, Inc.
 Attention: Don Schappacher,
 520 N. Main St., Suite 205
 Cheboygan, MI 49721

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery. Either

party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.

12.5 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

12.6 Time of Essence. Time is of the essence.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.9 Acceptance. If this Agreement is accepted, it shall not become binding upon Buyer until a copy of the accepted Agreement is personally delivered to Buyer or deposited, postage prepaid, in the United States mail, addressed to Buyer on or before September 23rd, 2013.

12.10 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

_____ (“Buyer”)

By: _____
Name: _____
Title: _____
Date: _____

_____ (“Seller”)

By: _____
Name: _____
Title: _____
Date: _____

_____ ("Seller")

By: _____
Name: _____
Title: _____
Date: _____

**DEVELOPMENT AGREEMENT
CLARION HOTEL**

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **American Hospitality Management, Inc.**, a Michigan corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA and CITY own property (hereinafter the "Property") legally described on the attached Exhibit A hereto (Parcel no. 12-164) generally located on the Fox River and northwest corner of where Main Street and Adams Street intersect; and

WHEREAS, the Property was acquired for the purpose of expanding the KI Convention Center and inducing private enterprise to develop a quality hotel to complement the expansion thereby eliminating blighted conditions, create jobs and add to the tax base of the CITY; and

WHEREAS, the RDA/CITY will retain ownership and easement air rights of the Property to expand the Convention Center over Adams Street and connect with the Clarion; and

WHEREAS, DEVELOPER desires to purchase the portion of the Clarion Property not required for expansion of the Convention Center so that DEVELOPER may redevelop and renovate the Hotel to provide high quality hotel rooms in the vicinity of the KI Convention Center.

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

I. DEVELOPER SELECTION AND COMMITMENT. DEVELOPER is granted an exclusive right to develop the Property in accordance with this Agreement and upon execution of the Offer to Purchase attached as Exhibit B and herein incorporated by reference. DEVELOPER shall deposit with the CITY or RDA a non-refundable development fee in the amount of \$100,000.00 to secure these exclusive development rights. Upon closing of the property, this fee shall be credited towards the

\$2,700,000.00 purchase price. If DEVELOPER does not commence construction as set forth in Section II.A., then DEVELOPER shall be liable for liquidated damages in the amount of \$200,000.00.

II. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. The DEVELOPER shall purchase the Clarion Hotel, located at 200 Main Street, Parcel No. 12-164, from the CITY and RDA for \$2,700,000.00. RDA or CITY shall retain title to the property, meeting room space, and easements for air-rights and other related property interests necessary for the KI Convention Center expansion, as described in Exhibit C. DEVELOPER shall remodel and rehabilitate the hotel (the "Project") on the Property, which shall be a five-story hotel building with 146 Hotel rooms, and shall include, but is not limited to, a first-floor lobby or related hospitality services. DEVELOPER shall also comply with the following requirements for this Project:

- A. DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than January 31, 2014, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by August 31, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. DEVELOPER shall renovate and upgrade the five-story hotel and its 146 rooms with a private investment of no less than \$5,300,000.00, excluding the purchase price of \$2,700,000.00. DEVELOPER shall invest no less than ten (10) percent of the total \$8 million Project costs.
- D. DEVELOPER shall obtain and maintain at all times a Hilton or IHG level flag, such as the quality of a Marriott Courtyard or Hampton Inn, subject to Franchise approval. DEVELOPER shall provide to the RDA evidence of an executed franchise agreement consistent with this Section and a description of renovations to be performed within three months of the execution of this Agreement.
- E. DEVELOPER shall have the right to enter into an agreement with the CITY for management of the City-owned boat docks located along the East shore of the Fox River north of the Foxy Lady dock.
- F. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

- G. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- H. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit D and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- I. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

III. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey the Property for Two Million Seven Hundred Thousand Dollars and No Cents (\$2,700,000.00) after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by quitclaim deed.
- B. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:
 - 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
 - 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
- C. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on

aspects of the proposed development in a timely manner. The RDA and the CITY shall use its best efforts to support DEVELOPER'S zoning requests, if necessary, but cannot guarantee approval of any such requests.

IV. PROPERTY REVERSION. In the event the DEVELOPER fails to comply with any of the obligations set forth in Sections II. or VII., or any other DEVELOPER obligations in this Agreement, subject to any unavoidable delays, the Property and its Improvements shall revert back to the RDA at no cost and at which time this Agreement shall become null and void; however, the RDA's right of reversion shall be subordinate to the primary lender's interest in the Property. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercises the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

V. PARKING.

- A. Parking shall be determined between the Parties as part of the Site-Plan approval process.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary, including air rights, foundations and footings easements or any other easements necessary for the CITY and RDA to properly expand the KI Convention Center. The easements shall run with the land and benefit all subsequent owners of both sides of the Property. There shall be no annual charges or fees associated with such easements.
- B. DEVELOPER shall execute and grant CITY/RDA a temporary construction easement, attached as Exhibit D, which is incorporated herein by reference, to construct the KI Convention Center expansion. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

VI. ENVIRONMENTAL

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any extraordinary site clean-up costs; however, CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
- (a) arising from the actual existence, treatment, deposit, release,

storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER may transfer the Property only upon the prior written approval of DEVELOPER's primary lender and representative of the RDA, a copy of which shall be provided to the RDA at least 10 business days prior to any transfer. DEVELOPER may assign all rights and obligations under this agreement only to a controlled and affiliated company to own, manage and operate the Property consistent with Section II.D. of this Agreement. However, no assignment of rights and obligations under this Agreement or property transfer to an unaffiliated party may occur without the DEVELOPER's primary lender and a representative of the RDA's written consent and the unaffiliated party assuming all of the terms and conditions of this Agreement and in compliance with the notice requirements in this section. In the event a transfer occurs without

meeting these conditions, the RDA/CITY may request or institute legal action for reversion of the property to the RDA based upon a breach of this Agreement.

- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than January 1, 2014. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development

Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- L. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$6,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of

construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Property, the RDA shall permit representatives of the DEVELOPER to have access to any part of the Property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.
- B. After closing on the Property, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. NO CHARGE. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

- A. TERMINATION AND REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall

not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. APPLICABLE LAW, SEVERABILITY, AND ENTIRE AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent,

F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.

G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.

I. FORMALITIES AND AUTHORITY. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

J. NOTICES AND DEMANDS. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: American Hospitality Management, Inc.
Attention: Don Schappacher
520 N. Main St., Ste. 205
Cheboygan, MI 49721

To RDA: Redevelopment Authority
 of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To CITY: City of Green Bay
 Attention: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest: **Redevelopment Authority of the
 City of Green Bay**

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

American Hospitality Management, Inc.

Donald R. Schappacher Sr., President

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
PURCHASE AGREEMENT**

**EXHIBIT C
REQUIRED EASEMENTS FOR KI EXPANSION**

1. Air Rights, Build Rights, Building Maintenance Access, Support, and Utility Easement Agreement.
2. Water Utility Easement
3. Right of Way Easement
4. Pedestrian Trail Easement
5. Ingress/Egress Vehicular Access Easement Agreement

**EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT E
CONCEPT PLAN**

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Easement Agreement is made and entered into as of this ____ day of _____, 2013 by and between American Hospitality Management, Inc., ("AHM") as Grantor, and the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation ("RDA") as Grantee, for themselves, their heirs, devisees, successors and assigns.

WITNESSETH:

WHEREAS, AHM is the owner of the property described in attached Exhibit A, which consists of a hotel and parking lot (the "AHM Property"); and

Return this document to:
City Clerk - Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

WHEREAS, RDA has proposed an expansion of the existing KI Convention Center, which is located at the real property described in the attached Schedule 1 (the "Existing KICC Property"); and

WHEREAS, the parties have determined the need for a temporary construction easement to construct the KI Convention Center expansion, which easement is described in the attached Exhibit B and shown as a cross-hatched area on the attached Exhibit C (the "Easement Area"); and

See Exhibit A, Exhibit B, Exhibit C and Schedule 1 hereto

Parcel identification numbers (PINs)

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its agents, contractors, or employees, an exclusive temporary construction easement to construct an expansion of the KI Convention Center. The use of the temporary construction easement shall be for the purposes of, but not limited to, construction of the KI Convention Center expansion as set forth in the Air Rights, Building Rights, and Building Maintenance Easement contained in Document No. _____, recorded on December ____, 2013, ingress and egress of construction vehicles and contractors and related individuals, parking of construction related vehicles, placement and temporary storage of any and all construction materials, and any other necessary construction functions.
2. It is expressly understood and agreed that Grantee shall have the right to occupy and use the Easement Area for any construction related purpose commencing on

the date of this Agreement and ending on August 31, 2015. Grantee shall have the option to extend this Agreement until August 31, 2016, upon thirty (30) day written notification to Grantor prior to August 31, 2015. This Agreement may be extended beyond August 31, 2016, by written agreement between the parties.

3. Grantee shall occupy and use the Easement Areas with the least inconvenience practicable to Grantor. It is the intention of the Grantee to construct improvements on AHM Property as set forth as depicted on Exhibit _____ ("Grantee's Improvements") and described in the Air Rights, Building Rights and Building Maintenance Easement contained in Document No. _____, recorded on December _____, 2013.
4. The Grantee shall have complete and sole discretion over the timing of the construction of the Grantee's Improvements. The construction of Grantee's Improvements shall be conducted in such a way as to cause the least disruption to or interference with access to the hotel or utility service to hotel during the construction process. Grantee shall use it best efforts to minimize disruption to Grantor's hotel operations.
5. Grantee shall give notice to Grantor of Grantee's representative who shall have general responsibility for the supervision, management and completion of Grantee's Improvements, and to whom Grantor may direct all inquiries regarding Grantee's Improvements and the scheduling of Grantee's Improvements as provided for by this Agreement. Grantee's initial representative for such purposes shall be _____, whose address is _____, telephone number is _____, facsimile number is _____, and e-mail address is _____.
6. Prior to the finalization of the Grantee's construction plans and the commencement of construction, the Grantee shall submit a copy of the plans to the Grantor for the Grantor's review.
7. The Grantee shall not be required to obtain Grantor's prior approval to any aspect of the construction of the KI Convention Center expansion, modification to the Improvements, or change order unless the same will cause a violation of the restrictions contained in this Easement.
8. The Grantee shall cause the contracts entered into with the Grantee's general contractor with respect to Grantee's Improvements to include indemnity, defense and save harmless provisions covering Grantor, and its agents, employees, successors, assigns, against all claims for loss, liability, penalties, claims or demands of whatever nature, including reasonable attorneys' fees and costs, arising out of, or with respect to, the performance of Grantee's Improvements.

9. Grantee may, at any time following the completion of the initial improvements, and at its sole cost and expense, make additions, improvements, enlargements and alterations in and to the Grantee's Improvements, including the right to increase or reduce the number of floors or levels of the structures, and Grantee may make substitutions and replacements for the same; provided, however, that to the extent that any such additions, improvements, enlargements or alterations would in any way affect the location or condition of the ingress or egress to and from the Hotel Parcel, or the uninterrupted use and enjoyment thereof for access or utility services by Grantee, its successors and assigns, and/or their respective Permittees, (a) Grantee shall design and conduct the construction of any such additions, improvements, enlargements, alterations, substitutions or replacements in a manner which minimizes or avoids the need for the alteration, relocation or substitution of, or the disruption of the use of the Hotel Parcel , (b) Grantee shall at all times provide to Grantor access to at least one of the following: Adams Street, Main Street, or Elm Street, sufficient for Grantor's access, unless otherwise agreed to by the parties and (c) all such additions, improvements, enlargements, alterations, substitutions and replacements shall comply with the requirements for the construction of the initial improvements specified in this Easement.
10. Upon the permanent removal of the expanded KI Convention Center, the then current owners of the AHM Property and the holders of the easements granted herein shall execute, deliver and record with the Brown County Register of Deeds' office such document or documents as may be necessary to effectively terminate this Easement Agreement so that the Easement Areas revert to the sole and exclusive benefit and use of the then current owner of the AHM Property.
11. This Easement Agreement shall be construed in a manner consistent with the maximum powers of the Parties. Without limiting the generality of the foregoing, reference is made to section 66.1333 (13), Wis. Stats., which authorizes a public body (including each of CITY and RDA) to provide property upon terms that it determines, for the purpose of assisting a redevelopment or urban renewal project, and to section 66.1333 (17), Wis. Stats., which provides that section 66.1333, Wis. Stats., shall be liberally construed to effectuate its purposes.

It is further understood and agreed that this grant shall run with the land and shall inure to the benefit of, and be binding upon, the legal representatives, heirs, devisees, successors, and assigns of the respective parties.

[Signature pages follow this page.]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the day, month and year first written above.

American Hospitality Management, Inc., a Michigan corporation

STATE OF MICHIGAN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2013, the above named _____ known to be the persons who executed the foregoing instrument and acknowledged the same.

(Print or Type name of notary above)
Notary Public, _____ County,

Michigan

My Commission Expires: _____

Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation

Harry Maier – Chair

P. Robert Strong - Secretary

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Harry Maier – Chair and P. Robert Strong – Secretary known to be the persons who executed the foregoing instrument and acknowledged the same.

Wisconsin

(Print or Type name of notary above)

Notary Public, _____ County,

My Commission Expires: _____

James J. Schmitt – Mayor

STATE OF WISCONSIN)) SS.
BROWN COUNTY)

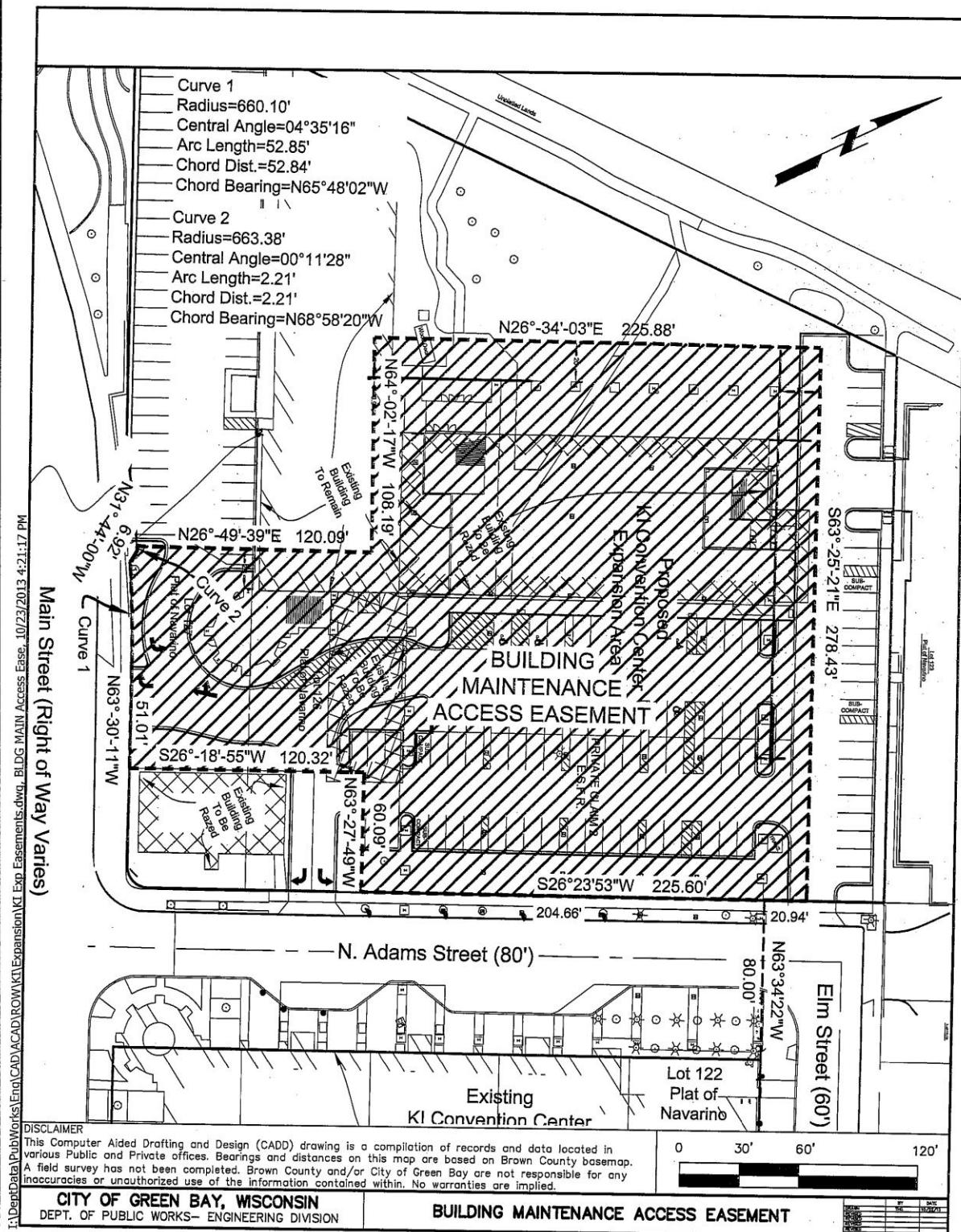
(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires: _____

This instrument was drafted by City Attorney Anthony S. Wachewicz III, City of Green Bay, Wisconsin.

Exhibit A
DESCRIPTION OF AHM PROPERTY

Exhibit B
DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

Exhibit C



SCHEDULE 1
 TO

EASEMENT AGREEMENT

Description of Existing KICC Property

Parcel I: Lots 118, 119, 120, 121 and 122, Navarino, according to the recorded Plat thereof, together with the vacated alley lying Easterly of and adjacent to Lots 118 thru 122, Navarino, as described in Document Number 1690263, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 12-163
Street Address: 500 North Adams Street

Parcel II: Lot 1 of Volume 13 Certified Survey Maps, page 79, Map No. 2670, said map being part of Lots 103 to 107 and all of Lots 336 to 346, Plat of Navarino, according to the recorded Plat thereof, and parts of Jefferson Street, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 11-114
Street Address: Elm Street

Parcel III: A non-exclusive easement for ingress and egress for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay as Grantor and Green Bay Granada Partners and the Redevelopment Authority of the City of Green Bay as Grantee, dated August 10, 1999, and recorded August 11, 1999, as Document Number 1711689, covering the following:

That part of Lot 1, of the Certified Survey Map recorded in Volume 13 Page 79, (being part of Lots 103, 104, 340 and 341 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Beginning at the Northwest corner of said Lot 1; thence South 24° 58' 03" West 13.85 feet along the West line of said Lot 1; thence South 65° 00' 00" East 21.05 feet; thence North 25° 00' 00" East 13.84 feet to a point on the North line of said Lot 1; thence South 64° 59' 57" East, 38.76 feet along said North line of said Lot 1; thence South 25° 00' 00" West 19.02 feet; thence North 65° 00' 00" West 15.01 feet; thence South 25° 00' 00" West 20.26 feet; thence North 65° 00' 00" West 2.71 feet; thence South 25° 00' 00" West 40.95 feet; thence North 65° 00' 00" West 19.06 feet; thence South 25° 00' 00" West 45.76 feet; thence South 65° 00' 00" East 183.71 feet; thence South 25° 00' 00" West 11.46 feet; thence North 65° 00' 00" West 18.00 feet to a point between Lots 1 and 2 said Certified Survey Map; thence North 24° 58' 03" East 4.84 feet along said line between Lots 1 and 2; thence North 65° 01' 13" West 179.00 feet along the South line of said Lot 1; thence North 25° 00' 00" East 33.42 feet; thence North 65° 00' 00" West 11.11 feet; thence North 25° 00' 00" East 79.49 feet; thence North 65° 00' 00" West 8.62 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 19.76 feet along said centerline to a point on the South line of Elm Street; thence South 64° 57' 57" East 10.00 feet along last said South line to the point of beginning.

Parcel IV: A non-exclusive easement for ingress and egress for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantors and The Redevelopment

Authority of the City of Green Bay as Grantee, dated August 10, 1999, and recorded August 11, 1999, as Document Number 1711690, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13, Page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin, described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; to the POINT OF BEGINNING; thence North 65° 00' 00" West 10.00 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 35.96 feet along said centerline of the vacated alley; thence South 65° 00' 00" East 6.33 feet; thence North 25° 00' 00" East 60.71 feet; thence South 65° 00' 00" East 6.98 feet; thence South 25° 00' 00" West 20.45 feet; thence South 65° 00' 00" East 36.87 feet; thence South 25° 00' 00" West 40.20 feet; thence South 65° 00' 00" East 4.48 feet; thence South 25° 00' 00" West 5.31 feet; thence South 65° 00' 00" East 8.90 feet; thence Southeasterly along the arc of a 47.69 foot radius curve to the left 28.17 feet said curve having a chord which bears South 83° 38' 24" East 27.76 feet; thence Southeasterly along the arc of a 50.77 foot radius curve to the right 28.69 feet said curve having a chord which bears South 85° 05' 42" East 28.31 feet; thence South 65° 00' 00" East 2.33 feet; thence North 25° 00' 00" East 18.10 feet; thence South 65° 00' 00" East 21.02 feet; thence Southeasterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears South 43° 27' 27" East 7.11 feet; thence Southeasterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears South 76° 22' 46" East 32.04 feet; thence Northeasterly along the arc of a 11.46 foot radius curve to the left 24.42 feet, said curve having a chord which bears North 86° 02' 04" East 20.05 feet; thence North 25° 00' 00" East 41.27 feet to a point on the North line of said Lot 2; thence South 65° 01' 13" East 13.10 feet along said North line of Lot 2; thence South 25° 00' 00" West, 106.60 feet; thence North 65° 00' 00" West 13.10 feet; thence North 25° 00' 00" East 6.42 feet; thence Northwesterly along the arc of a 11.46 foot radius curve to the left 24.42 feet said curve having a chord which bears North 36° 02' 04" West 20.05 feet; thence Northwesterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears North 53° 37' 14" West 32.04 feet; thence Northwesterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears North 87° 32' 33" West 7.11 feet; thence North 65° 00' 00" West 24.92 feet; thence Southwesterly along the arc of a 36.87 foot radius curve to the left 26.85 feet, said curve having a chord which bears South 84° 36' 51" West 26.26 feet; thence South 25° 00' 00" West 6.56 feet; thence North 65° 00' 00" West 12.97 feet; thence South 25° 00' 00" West 26.74 feet; thence North 65° 00' 00" West 14.95 feet; thence South 25° 00' 00" West 7.39 feet; thence North 65° 00' 00" West 50.99 feet; thence North 25° 00' 00" East 18.62 feet; thence North 65° 00' 00" West 3.28 feet to the point of beginning.

Parcel V: A non-exclusive easement for ingress and egress for the benefit of Parcels I and II as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantor and The Redevelopment Authority of the City of Green Bay as Grantee, dated August 10, 1999, and recorded August 11, 1999, as Document Number 1711691, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13 page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way) ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as

Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; thence South 65° 00' 00" East 3.28 feet to the POINT OF BEGINNING; thence continuing South 65° 00' 00" East 7.89 feet; thence South 25° 00' 00" West 1.99 feet; thence South 65° 00' 00" East 1.91 feet; thence South 25° 00' 00" West 1.66 feet; thence South 65° 00' 00" East 22.59 feet; thence North 25° 00' 00" East 2.99 feet; thence South 65° 00' 00" East 3.78 feet; thence South 25° 00' 00" West 2.99 feet; thence South 65° 00' 00" East 3.32 feet; thence North 25° 00' 00" East 5.00 feet; thence South 65° 00' 00" East 8.30 feet; thence South 25° 00' 00" West 5.00 feet; thence South 65° 00' 00" East 3.20 feet; thence South 25° 00' 00" West 14.95 feet; thence North 65° 00' 00" West 50.99 feet; thence South 25° 00' 00" East 18.60 feet to the point of beginning.

TERM SHEET HOTEL NORTHLAND

THIS TRI-PARTY TERM SHEET made as of the ____ day of _____, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), and **FRANTZ COMMUNITY INVESTORS**, a corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, DEVELOPER desires to purchase the former Hotel Northland Property, 304 N. Adams Street, Parcel 12-78, (the "Property") so that DEVELOPER may redevelop and renovate the structure returning it a luxury boutique hotel consisting of 160 luxury hotel rooms, restaurant, fitness center/spa and/or other ancillary uses;

WHEREAS, the subject building is on the National Register of Historic Places and all renovations will comply with the historic preservation standards promulgated by the National Trust for Historic Preservation;

WHEREAS, the RDA owns a parcel of land adjacent to the Property, Parcel 11-2 (the "RDA Property") that is being transferred to the DEVELOPER as part of its overall contribution to the project;

WHEREAS, the target project commencement date is January 31st, 2014 with project completion on or before March 21st, 2015:

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

I. **CITY/RDA COMMITMENTS.** The CITY/RDA's financial commitment to the DEVELOPER, more fully described in Sections III and VI, is contingent upon the parties' mutual intent to return the Hotel Northland Property to a luxury boutique hotel in the range of \$27 - \$33 million of construction costs by March 21, 2015. The CITY/RDA reserves the right to withdraw CITY assistance if DEVELOPER makes significant deviations from the intended project scope and timeline are defined in these terms.

II. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. The DEVELOPER shall purchase the Northland Hotel Property, located at 304 N. Adams Street, Parcel No.12-78, directly from its current owner, Wisconsin Housing Preservation Corp. (WHPC). DEVELOPER shall extensively renovate and rehabilitate the hotel on the Property, an 8-story, 167,000 square foot structure to include up to 160 luxury hotel rooms and related services (the "Project"). The minimum required investment in the property shall be \$25 million, not including property acquisition. DEVELOPER shall also comply with the following requirements for this Project:

- A. DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than January 31, 2014, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by March 21, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. DEVELOPER shall make a private investment of no less than \$1,000,000.00.
- D. DEVELOPER shall retain and maintain at all times a management company to oversee the day to day operations of the hotel. Said management company must be approved by the CITY/RDA. DEVELOPER shall provide to the CITY/RDA evidence of an executed management agreement consistent with this Section within three months of the execution of a Development Agreement.
- E. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- F. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including site and building plans and obtaining applicable permits.
- G. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER.
- H. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

III. RDA PROPERTY TRANSFER. The following property transfer shall take place in order to effectuate the terms and intent of this Agreement:

- D. The RDA shall convey the separately, RDA Property, to DEVELOPER after DEVELOPER receives CITY approval on the concept plan for Project and the CITY/RDA receives adequate proof that all Project financing and construction agreements are executed. The conveyance of RDA Property shall be by quitclaim deed. The DEVELOPER may not resell or lease this parcel for any use other than that shown in the concept plan.
- E. DEVELOPER shall have the right to undertake due diligence for RDA Property including the following to the DEVELOPER's reasonable satisfaction:
 - 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the RDA Property.
 - 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
- F. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the CITY shall use its best efforts to support DEVELOPER'S zoning requests, if necessary, but cannot guarantee approval of any such requests.

IV. PROPERTY REVERSION. In the event the DEVELOPER fails to comply with any DEVELOPER obligations in this Agreement, subject to any unavoidable delays, RDA Property and its Improvements shall revert back to the RDA at no cost and at which time this Agreement shall become null and void.

V. PARKING.

- A. The CITY will provide standard discounted parking within the City Parking System with preference at the Pine Street ramp to support the project. Parking rates shall be determined between the Parties as part of the Site-Plan approval process based on the number of stalls required.

VI. FINANCING.

- A. The CITY shall provide the maximum amount of project-supported Tax Increment Financing (TIF) to the Project as determined by the CITY, subject to the following conditions: (i.) Developer closes on Property no later than December 31st, 2013, (ii) DEVELOPER secures a private loan commitment of at least \$19 million; (iii) DEVELOPER shows proof of personal cash equity of at least \$1 million; (iv) DEVELOPER successfully secures alternative financing adequate to complete the Project, that may include a combination of some or all of the following: historic preservation/rehabilitation tax credits, New Markets Tax Credits, any applicable grants, PACE, equity-shares, low interest bond financing, and/or any other funding to support an estimated \$27-\$33 million investment. The CITY's TIF participation will be limited to the amount necessary to fill any residual funding gaps after all other sources have been exhausted, but not to exceed \$2.5 million. DEVELOPER shall provide documentation that other funding sources/options have been exhausted prior to CITY expenditure of TIF funds. The CITY/RDA agree to further explore additional, alternative financing sources if project-related TIF is not adequate to meet any residual funding deficiencies including, but not limited to, a CD-RLF loan in an amount not to exceed \$500,000.00.

- B. The CITY's Tax Increment Financing assistance shall be repaid through the new incremental property taxes generated by the Project. DEVELOPER will be responsible for making up any annual shortfalls where the final assessed value and associated tax revenues, fall short of the amount necessary to fully support the CITY's debt service. The CITY's Tax Increment Finance assistance and any annual shortfall shall be backed by the personal guarantee of the DEVELOPER.
- C. The CITY/RDA shall disburse TIF funds on a pro-rata basis. After DEVELOPER documents complete expenditure of DEVELOPER equity, TIF monies may be drawn on a proportional basis along with DEVELOPER loan monies. Documentation sufficient to the CITY/RDA showing draw downs of DEVELOPER private bank financing must be produced before CITY/RDA will authorize TIF draws.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

Frantz Community Investors

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
CONCEPT PLAN**

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report with the exception of Items #1 and #2. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Sladek to adopt Item #1.

Moved by Ald. Moore, seconded by Ald. Thomas DeWane to amend Section IV.

PROPERTY REVERSION, by deleting the words "comply with any of the obligations" and replacing them with "complete the Project as", deleting the words "or VII., or any other DEVELOPER obligations in this Agreement" and adding "and shall expire upon completion of the Project." after the words "lender's interest in the Property". Motion carried with Ald. Tim DeWane and Ald. Nicholson voting no.

Moved by Ald. Moore, seconded by Ald. Kocha to further amend the agreement by deleting Sections A, B and D, under Section VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS. Motion carried.

Moved by Ald. Moore, seconded by Ald. Kocha to further amend the agreement by adding "or any agent, assign, or subsequent purchaser transferable to new owner" after D. DEVELOPER, "no less than" after "all times", "for a period of not less than fifteen (15) years," after "Hampton Inn", deleting the words "within three months" and replacing them with "at the time" and adding "and prior to the conveyance of the Property." at the end of said Section D. Motion carried.

Moved by Ald. Moore, seconded by Ald. Kocha to adopt Item #1 as amended. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt Item #2. Motion carried.

**REPORT OF THE
TRAFFIC COMMISSION
December 17, 2013**

The Traffic Commission having met Monday, November 18, 2013, considered all matters on its agenda and wishes to report and recommends the following:

1. That staff be directed to observe and adjust the signal timings at West Mason Street and Country Club Road to reduce traffic backups for southbound vehicles.
2. To establish a 1-WAY YIELD condition on Fred Street at Basten Street.
3. To establish a 1-WAY YIELD condition on Peters Street at Basten Street.
4. To establish a NO PARKING 8 AM TO 4 PM SCHOOL DAYS zone on the south side of Robinson Avenue from a point 600 feet east of Edgewood Drive to a point 130 feet west of Radinz Road.
5. To establish a NO STOPPING OR STANDING 8 AM TO 4 PM SCHOOL DAYS zone on the south side of Robinson Avenue from a point 130 feet west of Radinz Road to a point 35 feet east of Radinz Road.
6. To establish a NO PARKING 8 AM TO 4 PM SCHOOL DAYS zone on the west side of Robinson Avenue from a point 35 feet south of Radinz Road to a point 335 feet south of Radinz Road.
7. To remove the NO PARKING zone on the east side of Frank Street from a point 35 feet south of Rockdale Street to Rockdale Street.
8. To remove the NO PARKING zone on the south side of Rockdale Street from Frank Street to a point 35 feet east of Frank Street.
9. To establish a 2-HOUR 7 AM to 4 PM SCHOOL DAYS zone on both sides of Tilkens Street from Tommark Street to Spence Street.
10. To establish a 1-WAY YIELD condition on Square Terrace at Open Gate Trail.
11. To cancel the December 2013 meeting except for if the Chair decides to meet.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report. Motion carried.

REPORT OF THE FINANCE COMMITTEE December 17, 2013

The Finance Committee, having met on Tuesday, December 10, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the City Assessor for Adjustments for Personal Property Tax Bills for 2010 and 2011.
2. To receive and place on file the breakdown on how City TIF funds were spent in the last ten years.
3. A referral to the Redevelopment Authority for the list of the NeighborWorks Loans from Green Bay from the last ten years and show how many are satisfied.
4. To award the purchase of replacement ceramic tiles at the Resch Aquatic Center to the lowest acceptable bidder, Pool Works, Inc in the amount of \$15,419.
5. To award the purchase of a robotic pool cleaner to the lowest acceptable bidder, Carrico Aquatic Resources, Inc in the amount of \$11,950.
6. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$44,500

Moved by Ald. Thomas DeWane, seconded by Ald. Kocha to adopt the report. Motion carried.

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
December 17, 2013**

The Improvement and Service Committee, having met on December 11, 2013 considered all matters on its agenda and wishes to report and recommend the following:

1. To deny the request by Shannon Miller to rescind the week control and unsightly growth charge of \$77.00 at 839 Dousman Street.
2. To approve the request by Charles R. Capelle to receive two (2) additional trash carts at 1668 Spruce Street.
3. To approve the request by Brian Van Duyse to receive one (1) additional trash cart at 2455 Wood Oaks Circle.
4. To approve the request by Tanya Sushkova for an exemption to §16.11(b)2, Green Bay Municipal Code, requiring the mandatory connection of a sump pump discharge to the City's storm sewer system at 804 Irvington Street, provided that

a sump pit and a functioning sump pump, with piping discharging to grade, be installed.

5. To refer back to Department of Public Works staff the request by Ald. Danzinger to evaluate the need for additional street lights along Western Avenue between Taylor Street and Military Avenue to determine costs associated with relocation of one street light and uprating from 9,000 lumen to 14,000 lumen all lights from Perkins Avenue to Pine Terrace.
6. To approve the Camera Corner/Connecting Point parking lease agreement for 24 parking stalls at a rate of \$25 per stall per month, with a five year initial lease with allowance of two (2) 5-year extensions in Lot MM and authorize the Mayor and the City Clerk to sign.
7. To approve the 2014 Sanitary District rates.
8. To approve the 2014 Storm Water Utility rates as follows:

Monthly charge = \$5.87/ERU;
Yearly Charge = \$70.47/ERU.
9. To approve the report of the Purchasing Agent:

A. To approve the piggyback purchase of two (2) 2014 plow trucks off of the July 2013 awards for identical equipment, for a total amount of \$314,664.
10. To approve the request by T&M Collectables on behalf of Gary R. and Sandra K. Van Sistine for
an Air Rights Easement to allow the installation of a flag-mounted sign above the S. Broadway right-of-way at 824 S. Broadway, subject to execution of a hold harmless agreement, filing the required insurance with Risk Management, and authorize the Mayor and the City Clerk to sign; future requests should be vetted through the local business improvement district should one exist in the area.
11. To approve the following Temporary Limited Easements (TLE):
MONROE AVENUE – CASS STREET TO MAIN STREET PROJECT ID. # 1481-07-21

Harpare, Inc Parcel 2	\$250.00	TLE
Richard A. Kime Parcel 3	\$250.00	TLE
North Trails Charity, LLC Parcel 6	\$250.00	TLE

Drake C Senn & Teresa L Biuzek-Senn Parcel 7	\$250.00	TLE
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Feld Limited Partnership Parcel 49	\$250.00	TLE
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12. To award contract FIRE STATION NO. 6 MECHANICAL SYSTEM REPLACEMENT AND REROOFING to the low, responsive bidder, B&P Mechanical Inc, in the amount of \$125,700.
13. To receive and place on file the verbal Director's Report on the recent activities of the Public Works Department.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Item #7. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #7. Motion carried.

REPORT OF THE PARK COMMITTEE December 17, 2013

The Park Committee, having met on Wednesday, December 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request to authorize staff to proceed with the condemnation process at 1418 Lawe Street (Parcel 17-736) for the expansion of East River Optimist Park.
2. To authorize staff to accept the DNR stewardship grant to purchase Parcels 8-263, 7-670, and 7-668 located at 435, 501, and 525 St. George Street for the proposed East River Trail canoe/kayak launch.
3. To approve the request to authorize staff to obtain an appraisal and negotiate the sale of the property located at 517 St. George Street (Parcel 7-669) and to bring it back to Park Committee for final approval.
4. To authorize staff to accept the DNR stewardship grant to reconstruct the Fox River Trail from Main Street to the East River.
5. To authorize staff to accept the Environmental Protection Agency (EPA) Great Lakes Shoreline Cities Green Infrastructure Grant for the west-end parking lot at Bay Beach Amusement Park.
6. To receive and place on file the presentation of the 2013 Wildlife Sanctuary achievements.

7. To receive and place on file the Director's Report.

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report. Motion carried.

REPORT OF THE PERSONNEL COMMITTEE December 17, 2013

The Personnel Committee, having met on Tuesday, December 10, 2013 considered all matters on its agenda and reports and recommends the following:

1. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Evidence Technician - Police
 - b. Traffic, Signs & Marking Laborer/Leadworker – Public Works
 - c. Traffic, Signs & Marking Leadworker – Public Works
 - d. Engineering Aide – Public Works
 - e. Construction Inspection Manager – Public Works
 - f. Public Works Supervisor/Administrative Division – Public Works
 - g. City Sealer – Inspection
 - h. Plumbing Inspector - Inspection
2. To approve the request for out-of-state travel for Detective Fred Laitinen to attend National Fire Academy Training in Emmitsburg, Maryland from April 7-18, 2014.
3. To receive and place on file the report of routine Personnel Actions for regular employees.
4. To receive and place on file the update on labor negotiations.

Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to adopt the report. Motion carried.

PROTECTION & WELFARE COMMITTEE REPORT December 17, 2013

The Protection & Welfare Committee, having met on Monday, December 9, 2013 considered all matters on the agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Sladek to discuss increased enforcement of the ordinance prohibiting the placement of temporary signs in City street terraces.

2. To hold the request by Ald. Wiezbiskie to adopt a methodology to inform people in the areas that are in consideration for placement of sex offenders, so that they can arrange to offer their input. (Previously referred to staff.)
3. To hold the request by Ald. Tom De Wane to revise the sexual offender ordinance.
4. To deny the appeal by James L. Voss to the denial of his Operator License application (postponed from the November 11, 2013 meeting).
5. To approve the renewal application for a Direct Seller's Permit by Thomas Kulhanek. (Hot Dog Cart)
6. To approve the application for one of ten available "Class B" Combination Liquor Licenses by Anduzzi's East Green Bay, LLC at 900 Kepler Drive, with the approval of the proper authorities.
7. To approve the application for a "Class B" Combination License by KGB-Inc. at 1647 Cass Street, with the approval of the proper authorities. (Transfer from Fan-Addicts)
8. To approve the application by Abarroteria Lempiras LLC to transfer their Class "A" Beverage License from 1822 Main Street to 1740 E. Mason Street, with the approval of the proper authorities.
9. To deny the appeal by Ruben Haro to the denial of his Operator License application.
10. To postpone until the next meeting the appeal by KB Properties, LLP to the chronic nuisance citation issued at 718-720 Bodart.
11. To adopt the draft ordinance of the Green Bay Municipal Code relating to air pollution based on preemption by the State of Wisconsin.
12. To hold the request by staff to amend Section 6.38 of the Green Bay Municipal Code regarding lobbyist registration to clarify the definition of "lobbyist".

GENERAL ORDINANCE NO. __-13

AN ORDINANCE
REPEALING CHAPTER 20,
GREEN BAY MUNICIPAL CODE,
RELATING TO AIR POLLUTION CONTROL,

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS
FOLLOWS:

SECTION 1. Chapter 20, Green Bay Municipal Code, is hereby repealed.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report. Motion carried.

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
December 17, 2013**

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Allen, Ray D
Burhite, Jason E
Campbell, Clark R
Chereska, Steven E
Coffen, Lisa K
Coleman, Jessica M
Cox, Aaron J
Dessart, Shawn D
Desten, Nicole M

Merkes, Jennifer L
Mroch, Amanda L
Mueller, Haily R
Quintas, Rachel A
Santos, Jazmin
Schmanck, Samantha L
Slaght, Nicholos R
Smith, Amanda R
Smith, Steven L

Diaz, Lori J	Stadler, Renata
DuFrane, Sarah L	Terrien, Lynn B
Enderby, Ashley M	Tindale, Andrea J
Engels, Travis M	Treankler, Amber L
Erickson, Scott J	Van Straten, Allison M
Feldhausen, Elizabeth M	Vanseth, Christiana M
Francar, Samantha RK	Vaughan, Sharon M
Hanback, Jodie L	VerHaagh, Noel TJ
Harbick, Brittany S	Verville, Danielle M
Homsher, Karen J	Wauters, Amy L
Hootman, Jennifer R	WeidenhamerAlexander, Jeffrey
Jensen, Adrianna T	Wesener, Eileen M
Johnson, Melissa A	Whippler, Ella M
Karlen, Tiffany L	
Katla, Norah B	
La Brec, Angela S	
Lindsley, Julie A	
Lotten, Andrea E	
Martens, Megan E	
Mattson-Cavazos, Shannon	
McGuire, Karrie L	
Mercado Perez, Pablo G	

Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to adopt the report. Motion carried.

RECEIVE & PLACE ON FILE

City of Green Bay Check Register for November, 2013.

Municipal Court Report for November, 2013.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to receive the matters and place them on file. Motion carried.

RESOLUTIONS

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules for the purpose of adopting all of the resolutions, with the exception of Item #13, with one roll call vote. Motion carried.

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

**An Initial Resolution Authorizing the Sale and Issuance of
Taxable General Obligation Community Development Bonds;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is currently in need of funds to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing (i) separate developer grants to provide for the construction of mixed-use residential and retail facilities within the City’s Tax Incremental Districts No. 5 and 13, and (ii) a developer grant to provide renovations to a historic hotel within the City’s Tax Incremental District No. 13 (collectively, the “**Project**”).

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, on the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Initial Resolution Authorizing the Issuance of Bonds.

Under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City shall issue its negotiable, taxable general obligation community development bonds in a principal amount not to exceed \$7,500,000 (the “**Bonds**”) to finance the Project; *provided, however*, that the Bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Publication of Notice.

Notice of the adoption of this resolution, in the form attached hereto as Exhibit A, shall be published within 15 days after the adoption of this resolution in the official newspaper of the City as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The City Clerk shall obtain proof, in affidavit form, of such publication and shall compare the notice as published with the form attached hereto to confirm that no mistake was made in the publication.

Section 3. Authorization of Sale of Bonds.

The Bonds shall be sold to a purchaser to be determined by competitive sale (the “**Purchaser**”).

Section 4. Preparation of Official Statement and Notice of Sale.

The Mayor, the City Clerk, and the Finance Director of the City (in consultation with the City’s financial advisor, Robert W. Baird & Co. Incorporated) are each hereby authorized and directed to cause an initial offering document for the Bonds (the “**Official Statement**”) to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and enclose with the Official Statement a “Notice of Sale” and a “Bid Form”. The Mayor and the City Clerk are each hereby authorized, on behalf of the City, to approve the form of Official Statement and authorize it to be deemed final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1)), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Bonds to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations in the City that the City routinely posts notices for its official business.

Section 5. Bids for Bonds.

Written bids for the sale of the Bonds shall be received by the City on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right, in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale.

Section 6. Further Actions.

The issuance of the Bonds shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Bonds to the Purchaser, to approve the purchase contract (the “**Bond Purchase Agreement**”), to fix the interest rate or rates on the Bonds in accordance with the Bond Purchase Agreement, to provide for the form of the Bonds, to set forth any early redemption provisions, to levy taxes to pay the principal of and interest on the Bonds as required by law, to designate a fiscal agent for the Bonds, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Bonds.

Section 7. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 8. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 9. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 10. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted: December 17, 2013

Approved: December 18, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

**NOTICE TO ELECTORS
OF THE CITY OF GREEN BAY, WISCONSIN
RELATING TO THE ISSUANCE OF TAXABLE BONDS**

Notice is hereby given that on December 17, 2013, the Common Council of the City of Green Bay, Wisconsin (the “**City**”) adopted an initial resolution under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, taxable general obligation community development bonds of the City in a principal amount not to exceed \$7,500,000 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing (i) separate developer grants to provide for the construction of mixed-use residential and retail facilities within the City’s Tax Incremental Districts No. 5 and 13, and (ii) a developer grant to provide renovations to a historic hotel within the City’s Tax Incremental District No. 13.

If within 30 days after the adoption of the forgoing resolution there is filed in the office of the City Clerk a petition for referendum on the resolution conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the votes cast in the City for governor at the last general election, then the resolution shall not be effective unless adopted by a majority of the City’s electors voting at such referendum. If no such petition is so filed with respect to the foregoing resolution, then the resolution shall be effective without a referendum.

Publication Date: December 20, 2013

/s/ Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

COMMON COUNCIL OF
CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. 13

FINAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR TMT HOLDINGS LLC PROJECT

BE IT RESOLVED by the Common Council of the City of Green Bay, Wisconsin (the "Issuer"), as follows:

Section 1. Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to an Initial Resolution duly adopted on November 5, 2013, the Issuer expressed its intention to issue industrial development revenue bonds of the Issuer in an amount not to exceed \$3,000,000 (the "Bonds") to finance a project on behalf of TMT Holdings LLC, a Wisconsin limited liability company, and/or a limited liability entity to be formed, consisting of the (i) acquisition of land, (ii) construction of an approximately 34,000 square foot facility (the "Facility") located at 2530 South Hemlock Road in the City of Green Bay, Wisconsin, to be owned by TMT Holdings LLC and used by H&CS, LLC, a Wisconsin limited liability company, to manufacture conveyors and custom designed equipment, (iii) acquisition and installation of equipment at the Facility, and (iv) payment of certain professional costs and costs of issuance (collectively, the "Project"). Notice of adoption of the initial resolution adopted on November 5, 2013 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

(a) a Bond Agreement (the "Bond Agreement"), proposed to be entered into among the Issuer, TMT Holdings LLC, H&CS, LLC, a Wisconsin limited liability company, and Hart Design & Mfg., Inc., a Wisconsin corporation (**collectively**, the "Borrower"), BMO Harris Bank N.A., as trustee (the "Trustee") and BMO Harris Bank N.A., as original purchaser (the "Original Purchaser");

(b) a Promissory Note from the Borrower to the Issuer, and assigned by the Issuer to the Trustee; and

- (c) a No Arbitrage Certificate.

Section 2. Findings and Determinations.

It is hereby found and determined that:

- (a) based on representations of the Borrower, the Project constitutes a “project” authorized by the Act;
- (b) a public hearing has been duly held on December 17, 2013 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the City of Green Bay, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;
- (c) the purpose of the Issuer's financing costs of the Project, is and the effect thereof will be, to promote the public purposes set forth in the Act;
- (d) it is desirable that a series of revenue bonds in the aggregate principal amount not to exceed \$3,000,000 be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of, and interest on, and premium, if any, on, all the Bonds outstanding under the Bond Agreement;
- (e) the loan payments provided for in the Bond Agreement, and the formula set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of, and interest on, and premium, if any, on, Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of, and interest on, the Bonds is the sum of the principal of, and interest on, the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and
- (f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3. Approvals and Authorizations; Authentication of Transcript.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby approved. There is hereby approved the issuance by the Issuer of its

industrial development revenue bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$3,000,000 for the purpose of financing the Project.

The Issuer shall proceed to issue its Industrial Development Revenue Bonds, Series 2014 (TMT Holdings LLC Project), in the aggregate principal amount not to exceed \$3,000,000, in the form and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, and the Mayor and City Clerk are authorized and directed to execute and deliver the documents listed in Section 1.04 herein, which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service **Form 8038**.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication by the Trustee and delivery to the original purchaser. Officers of the Issuer are authorized to take all actions as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions contemplated by the Bond Agreement.

3.02 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.03 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.04 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 BMO Harris Bank N.A. shall initially assume and perform the duties of Trustee.

3.07 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes as soon as practicable following the closing and funding of the Bonds.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the terms of the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.09 All reasonable fees and expenses of the Issuer, including attorneys' fees, in connection with the Bond Agreement, the Project, or the Bonds, shall be paid from the proceeds of the Bonds or by the Borrower.

Passed and adopted at a regular meeting of the Common Council of the City of Green Bay, Wisconsin this 17th day of December, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris Teske
City Clerk

EXHIBIT A

NOTICE TO THE ELECTORS

On December 17, 2013, a resolution was offered, read, approved and adopted whereby the City of Green Bay, Wisconsin authorized the issuance and sale of its Industrial Development Revenue Bonds, Series 2014 (TMT Holdings LLC Project) in an amount not to exceed \$3,000,000 (the "Bonds"). The closing of this bond sale was held on _____, 2014. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 100 North Jefferson Street, Green Bay, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other

than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kris Teske, City Clerk
City of Green Bay, Wisconsin

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

FINAL PAYMENTS RESOLUTION DECEMBER 17, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. CHERRY STREET PARKING RAMP ELEVATOR VENTILATION SYSTEM

Tweet Garot Mechanical, Inc.

TOTAL AMOUNT EARNED:	\$ 99,500.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 99,500.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 94,525.00</u>
AMOUNT DUE THIS ESTIMATE:	\$ 4,975.00

ACCOUNT NUMBERS

430-50-505-581-55201-000000-000-64023: \$4,975.00

PO #105359

2. TILLEMAN BRIDGE LIGHTPOLE REPLACEMENT

Northern Electric, Inc.

TOTAL AMOUNT EARNED:	\$ 163,768.25
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 163,768.25
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 0.00</u>
AMOUNT DUE THIS ESTIMATE:	\$ 163,768.25

ACCOUNT NUMBERS

401-50-500-501-55107-000000-000-64043: \$163,768.25

PO #105486

Adopted December 17, 2013

Approved December 18, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING TEMPORARY
LIMITED EASEMENTS (TLEs)
FOR MONROE AVENUE
FROM CASS STREET TO MAIN STREET
December 17, 2013**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the following Temporary Limited Easements (TLE):
MONROE AVENUE – CASS STREET TO MAIN STREET PROJECT ID. # 1481-07-21

Harpare, Inc Parcel 2	\$250.00	TLE
Richard A. Kime Parcel 3	\$250.00	TLE
North Trails Charity, LLC Parcel 6	\$250.00	TLE
Drake C Senn & Teresa L Biuzek-Senn Parcel 7	\$250.00	TLE
Feld Limited Partnership Parcel 49	\$250.00	TLE

Adopted December 17, 2013

Approved December 18, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING THE
PARKING LEASE AGREEMENT WITH
CAMERA CORNER/CONNECTING POINT
December 17, 2013**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the Camera Corner/Connecting Point parking lease agreement for 24 parking stalls at a rate of \$25 per stall per month, with a five year initial lease with allowance of two (2) 5-year extensions in Lot MM and authorize the Mayor and the City Clerk to sign.

Adopted December 17, 2013

Approved December 18, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING THE DRAFT
T&M COLLECTABLES
HOLD HARMLESS AGREEMENT
December 17, 2013**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by T&M Collectables on behalf of Gary R. and Sandra K. Van Sistine for an Air Rights Easement to allow the installation of a flag-mounted sign above the S. Broadway right-of-way at 824 S. Broadway, subject to execution of a hold harmless agreement, filing the required insurance with Risk Management, and authorize the Mayor and the City Clerk to sign; future requests should be vetted through the local business improvement district should one exist in the area.

Adopted December 17, 2013

Approved December 18, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

RESOLUTION EXTENDING FOR 12 MONTHS
THE CONDITIONAL-USE APPROVAL IN
THE 2900 BLOCK OF ST. ANTHONY DRIVE
(ZP 12-52)

December 17, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

On December 11, 2012, the Common Council adopted a conditional-use approval to allow for a semi-public use in a Public Institutional (PI) District on the following described property in the 2900 block of St. Anthony Drive:

LOT 1 OF 58 CSM 243 BNG PRT OF GOVT LOTS 4 & 5 & BNG
PRT OF NW1/4 SE1/4 ALL IN SEC 27 T24N R21E

Pursuant to Section 12-205(g), Green Bay Municipal Code, construction on this property has not begun within 12 months of the granting of this conditional-use permit, and an extension of the conditional-use permit is required.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the recommendation of the Plan Commission on December 10, 2013, the conditional-use approval shall be extended an additional 12 months, and the conditional previously established shall continue to apply:

a. This Conditional Use Permit authorizes 52 units of veterans housing defined by or consistent with applicant's tax credit application to Wisconsin Housing and Economic Development Authority (WHEDA). The conditions of approval shall be no more restrictive than those set forth by WHEDA, and shall establish a preference for filling the units with veterans and include the presence of supportive programming. There shall be no expansion of the use without Plan Commission and City Council approval.

b. This Conditional Use Permit also acknowledges the future plans for 30 units of veterans transitional housing as an integral component of the site. Implementation of the transitional housing is subject to necessary approvals including Plan Commission and City Council approval of the operational plan and conceptual building plan at such time that the future phase moves forward.

c. Compliance is required with all applicable regulations of the Green Bay Municipal Code, including site plan approval and necessary building and demolition permits.

d. Development of the site (including drives, parking areas, paths, and building construction) shall be consistent with the general intent of the conceptual site plan and building rendering provided to the Plan Commission. Minor modifications are expected, but significant changes are subject to approval by the Plan Commission and City Council.

e. It should be understood that there are additional development requirements contained in the Zoning Code that will apply to this site. This includes requirements for landscaping, lighting, trash enclosure screening, and the like.

f. This Conditional Use Permit approval is subject to final agreement between the developer and the Brown County Housing Authority as to the allocation of project-based housing vouchers.

g. This Conditional Use Permit approval is subject to disposition of the land by Brown County and approval of a land division to facilitate conveyance of the parcel.

h. The height of the building is approved consistent with the conceptual rendering.

Adopted December 17, 2013

Approved December 18, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 24-13

AN ORDINANCE REPEALING CHAPTER 20, GREEN BAY MUNICIPAL CODE, RELATING TO AIR POLLUTION CONTROL,

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 20, Green Bay Municipal Code, is hereby repealed.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____,
2014.

APPROVED:

Mayor

ATTEST:

Clerk

CHAPTER 20

AIR POLLUTION CONTROL

20.01	Definitions
20.02	Ringelmann Chart Adopted
20.03	Department of Air Pollution Control
20.04	Duties of the Heating and Ventilating Inspector
20.05	Establishment of Rules and Regulations
20.06	Installation Permits, Operating Permits, and Certificates of Operation
20.07	Coordination of Municipal Regulations
20.08	Fees
20.09	Entrance to Premises
20.10	Reporting of Sales and Purchases
20.11	Dust Separators and Smoke Indicators
20.12	Disposal of Dust
20.13	Contaminants
20.14	Emission: Limits and Measurements
20.15	Sealing of Equipment
20.16	Persons Liable
20.20	General Penalty

20.01 **DEFINITIONS.** The following definitions shall be applied in the interpretation and enforcement of this chapter.

(1) **AIR CONTAMINANT.** Any waste discharged from fuel burning equipment, internal combustion engines, premises, open fires, stacks, or from any other source which results in air pollution to a degree causing injury, detriment, nuisance, or annoyance to any considerable number of person or to the public or which endangers the comfort, repose, health, or safety of any such persons or the public or which causes or has a tendency to cause injury or damage to business or property. Air contaminants include, without limiting by enumeration, any other specific detriments, dust or dust clouds emanating from parking lots, drivers, and service areas or arising as a result of the operation and parking of vehicles on a surface other than blacktop, concrete or the equivalent. Equivalent means the surfacing with road oil or soil cement in accordance with specifications approved by the Director of Public Works and the Heating and Ventilating Inspector.

(2) **BUILDING FIRES.** "A new fire being built" means a fresh fire being started and does not mean the replenishing of an existing fuel bed with additional fuel.

(3) **CERTIFICATE OF OPERATION.** A certificate issued by the Inspector authorizing the use of any fuel burning equipment for the period indicated, after it has been determined that it can be operated in compliance with this chapter.

(4) **CLEANING FIRES.** "When the firebox is being cleaned out" means the period during which the fuel bed, including ash and clinker, is being completely removed from the grate surface. Such operation may be done by cleaning portions of the grate at different times. This phrase does not mean the act of shaking the grates to remove ash or individual clinkers from the fuel bed.

(5) **DEPARTMENT.** The Department of Air Pollution Control of the City.

(6) **DUST.** Gas-borne or air-borne particles larger than one micron in mean diameter.

(7) **DUST SEPARATING EQUIPMENT.** Any device for separating dust from the gas medium in which it is carried.

(8) **EMISSION.** Emission into the open air.

(9) **FUEL BURNING EQUIPMENT.** Any furnace, incinerator, refuse burning equipment, dust separating equipment, boiler, apparatus, device, mechanism, stack, chimney, or structure used in the process of burning fuel or other combustible material.

(10) **FUMES.** Gases or vapors that are of such character as to create an unclean, destructive, or unhealthful condition.

(11) **INSPECTOR.** The Heating and Ventilating Inspector (Air Pollution Control Inspector) of the City.

(12) **INSTALLATION PERMIT.** A permit issued by the Inspector authorizing the construction, installation, alteration, or repair of any fuel burning equipment in accordance with plans and specifications approved by him.

(13) **INTERNAL COMBUSTION ENGINE.** Any engine in which the combustion of a gaseous, liquid, or pulverized solid fuel takes place within one or more cylinders.

(14) MECHANICAL FIRING. Firing through the use of mechanical equipment such as burners, stoker, or other approved firing devices.

(15) OPEN FIRE. Any fire wherein the products of combustion are emitted into the open air and are not directed thereto through a stack or chimney.

(16) OPERATING PERMIT. A permit issued by the Inspector authorizing the use of any fuel burning equipment for test purposes to determine whether it can be operated in compliance with this chapter. (See Certificate of Operation.)

(17) RAILROAD LOCOMOTIVE. Any railroad locomotive or railroad vehicle using a liquid, solid, or pulverized solid fuel.

(18) RINGELMANN CHART. The standard by which the shade or density of smoke is measured, published by the United States Bureau of Mines.

(19) SMOKE. All gaseous products of combustion, together with carbon, soot, fly ash, and all other particulate solids in combustion gases in sufficient density to be observable.

(20) SEAL OR SEALING EQUIPMENT. A device installed by the Inspector to prevent use of fuel burning equipment operating in violation of this chapter.

(21) SOOT. Agglomerated particles consisting essentially of carbonaceous materials.

(22) STACK OR CHIMNEY. Stack, chimney, flue, conduit, or opening arranged for the emission into the open air of smoke, dust, cinders, soot, fumes, noxious gases, or wastes.

(23) TECHNICAL ENGINEER. A person qualified by law to practice professional engineering or one qualified for full membership in the American Society of Mechanical Engineers.

20.02 **RINGELMANN CHART ADOPTED.** The Ringelmann Chart, published by the United States Bureau of Mines, is adopted by reference and made a part of this chapter as though set out in full. Such chart shall be the reference by which the shade or density of smoke shall be measured.

20.03 **DEPARTMENT OF AIR POLLUTION CONTROL.**

(1) CREATED. There is created a Department of Air Pollution Control of the City.

(2) HOW CONSTITUTED. The membership of the department of Air Pollution Control shall consist of:

(a) The Heating and Ventilating Inspector, who shall be appointed by the Mayor, subject to confirmation by the Council, for a term of two years commencing on May 1 in the year in which appointed; and

(b) Such inspectors and other employees as may, in the opinion of the Council, be necessary for the proper performance of the work of the Department. Such inspectors and employees shall be appointed by the Inspector and shall be paid such salaries as may be fixed by the Council.

20.04 **DUTIES OF THE HEATING AND VENTILATING INSPECTOR**. The Heating and Ventilating Inspector shall be responsible for the administration of smoke and other air pollution regulations of the City and shall have the following duties:

(1) **ISSUANCE OF PERMITS, CERTIFICATES, AND NOTICES.**

(a) Installation Permits. The examination of the application and plans for the construction, installation, or alteration of any fuel burning equipment or any equipment pertaining thereto and, if found to meet the requirements of the rules and regulations, the issuance of an installation permit.

(b) Operating Permits and Certificates of Operation. The inspection of the installation of all equipment for which a permit has been issued and, if found that the work is completed in accordance with the rules and regulations, the issuance of an operating permit and thereafter, when operation is demonstrated to comply with the provisions of this chapter, the issuance of a certificate of operation.

(c) Notices. The issuance of any notice required under the provisions of this chapter.

(2) **MAINTENANCE RECORDS**. The Inspector shall keep in the office of the Department of Air Pollution Control all applications made and a complete record thereof, as well as all permits and certificates issued. The Inspector shall keep a record of all smoke observations on all stacks and generally of the work done by the Department. All such records shall be open for inspection by the public at all reasonable times.

(3) **INSPECTIONS**. The investigation of complaints and the making of inspections and observation of smoke conditions.

(4) **EDUCATION.**

(a) Smoke Reduction. The publication and dissemination of information on methods of smoke reduction.

(b) Scientific and Other Societies. The enlistment of the cooperation of civic, technical, scientific, and educational societies.

(5) **NEW REGULATIONS**. The preparation and presentation to the Council for consideration of such rules and regulations necessary for the effective enforcement of the provisions of this chapter. See §20.05, Green Bay Municipal Code.

20.05 **ESTABLISHMENT OF RULES AND REGULATIONS.** The Inspector may prepare and present to the Council for consideration rules and regulations for the installation and operation of fuel-burning equipment and all other devices susceptible to use in a non-complying manner as to the kind of fuel to be used for various types of equipment and as to necessary auxiliary devices to aid in meeting the requirements of this chapter. When adopted by the Council, such rules and regulations shall have the force and effect of ordinances. The Council, upon recommendation of the Inspector, may from time to time alter, amend, or rescind such rules and regulations and promulgate such additional rules and regulations as are deemed advisable. Such rules and regulations as may be prepared, revised, amended, or rescinded shall be made effective 30 days after their publication in the official newspaper of the City.

20.06 **INSTALLATION PERMITS, OPERATING PERMITS, AND CERTIFICATES OF OPERATION.**

(1) **OPERATING PERMITS.**

(a) **Required.** No person shall construct, install, reconstruct, or alter any fuel-burning equipment or any equipment pertaining thereto for use with the City until an application, including suitable plans and specifications of the fuel-burning equipment and structures or buildings used in connection therewith, has been filed by such person or an agent in the office of the Inspector and has been approved by an inspector and an installation permit issued for such construction, installation or alteration.

(b) **Information to be Supplied.** Such plans and specifications shall show the form and dimensions of the fuel-burning equipment, in particular the proposed boiler, furnace, fuel burner, stack, and ducts, together with the description and dimensions of the building or part thereof in which such fuel-burning equipment is to be located, including the means provided for admitting air for combustion. The character of the fuel to be used, the maximum quantity of such fuel to be burned per hour, the operating requirements, and the use to be made of such fuel-burning equipment shall be stated.

(c) **Exceptions.**

1. Maintenance or repair which does not change the capacity of such fuel-burning equipment and which does not involve any change in the method of combustion or affect the emission of smoke, dust, or fumes therefrom may be made without an installation permit.

2. Emergency repairs other than repairs specified in par. (c)1, above, may be made prior to the application for an installation permit if serious consequences may result if such repairs are deferred. When such repairs are made, the person responsible shall notify the Inspector on the first business day after the emergency occurred and file an application for an installation permit if directed to do so by the Inspector.

(d) **Issuance.** An application shall be approved or rejected within 10 days after it is filed in the office of the Inspector. Upon the approval of the application and upon the payment of the prescribed fees, the Inspector shall issue a permit for the construction, installation, or alteration of such fuel-burning equipment.

(e) **Deviations from Plans to be Approved.** No construction, installation, reconstruction, or alteration shall be made which is not in accordance with the plans, specifications, and other

pertinent information upon which the installation permit was issued without the written approval of the Inspector.

(f) Violations.

1. Work to be Stopped. Violation of the provisions of the installation permit shall be sufficient cause for the Inspector to order all work stopped. The Inspector may seal the installation. No further work shall be done until the Inspector is assured that the condition in question will be corrected and that the work will proceed in accordance with the installation permit.

2. Seal. No person shall violate the seal of any fuel-burning equipment that has been sealed at the direction of the Inspector unless authorized by the Inspector in writing to do so.

(g) Lapse. If construction, installation, reconstruction, or alteration is not started within one year of the date of the installation permit, such permit shall lapse and become void and all fees shall be forfeited unless an extension of time is warranted and granted by the Inspector.

(2) OPERATING PERMIT. No person shall operate or cause to be operated any new or altered fuel-burning equipment or any equipment pertaining thereto for which an installation permit was required or was issued until an inspection has been made by the Inspector and an operating permit issued. The Inspector may seal any equipment in operation for which an operating permit was not obtained as required by this chapter.

(3) CERTIFICATE OF OPERATION. After an operating permit has been issued and it is demonstrated to the satisfaction of the Inspector that the fuel-burning equipment can be operated in compliance with this chapter, a certificate of operation shall be issued by the Inspector. Such certificate shall be kept posted on or near the installation for which it was issued. A certificate of operation cannot be issued on equipment until the person required to procure the certificate of operation complies with this chapter.

(4) NON-COMPLIANCE NOT APPROVED BY ISSUANCE. The issuance by the Inspector of any installation permit, operating permit, or certificate of operation shall not exempt the person to whom such permit or certificate was issued or who is in possession of the same from prosecution for the emission of smoke, dust, cinders, soot, fumes, noxious gases, or waste prohibited by this chapter.

(5) APPEAL. Any person who has been refused a permit or certificate under this section shall be entitled to a hearing on such refusal before the Inspector, who shall provide procedures by which such appeal shall be heard.

(6) EXCEPTION. This section shall not apply to locomotives or one-family residences.

20.07 **COORDINATION OF MUNICIPAL REGULATIONS.** No permit for the erection, construction, or alteration of any building, plant, or structure related in any manner to fuel-burning equipment shall be issued by any department of the City until the Inspector has first issued a permit covering that portion of the work subject to this chapter to be used in the building, plant, or structure or unless the inspector determines the plans submitted will permit the subsequent installation of facilities adequate for compliance with this chapter.

20.08 **FEES.** The Inspector shall not issue any permits or certificates or inspect any furnaces or other fuel-burning equipment or devices until the fees enumerated in the rules and regulations have been paid to the Department of Air Pollution Control. Such department shall daily pay over all fees received by it to the City Treasurer, taking a receipt therefor.

20.09 **ENTRANCE TO PREMISES.** No person shall interfere with the Inspector or other Department Inspectors in the performance of their duty by refusing them entrance to the premises pursuant to §§66.12 and 66.123, Wis. Stats., at reasonable hours upon identification.

20.10 **REPORTING OF SALES AND PURCHASES.**

(1) All persons engaged in the business of selling fuel-burning equipment shall report to the Inspector the sale of such equipment to be installed within the City. Every person purchasing such equipment shall give to the buyer a signed written statement setting forth the street and house number address of the building in which such equipment is to be installed. Such report shall be delivered by the seller to the Inspector within seven days after such sale and shall contain the name and address of the purchaser.

(2) The Inspector may demand at any time and shall be furnished with a true and correct report showing in detail the equipment purchased and the name and address of the person purchasing such equipment, together with the address of the building in which such equipment is to be installed.

(3) The provisions of this section shall not apply to wholesale transactions made for the purpose of resale.

20.11 **DUST SEPARATORS AND SMOKE INDICATORS.**

(1) DUST SEPARATORS. Excepting standby equipment used in emergencies for a total of no more than 10 percent in any one year, all installations using pulverized fuel burners, spreader-type stokers, or other similar solid-fuel suspension burning type of equipment shall be provided with approved dust-separating equipment. Dust-separating equipment installed subsequent to April 18, 1950, shall have a dust-separating efficiency of not less than 85 percent; dust separating equipment installed prior to April 18, 1950, shall have a dust separating efficiency of not less than 75 percent. The Inspector shall be notified of any emergency referred to in this subsection within 12 hours after the occurrence thereof.

(2) SMOKE INDICATORS. All newly-constructed or reconstructed solid or liquid fuel-burning plants having more than 300 sq. ft. of boiler heating surface (30 h.p.), or its equivalent, shall be equipped with smoke indicators, mirrors, or similar devices approved by the Inspector to enable the firemen to observe the top of the stack where it is not readily visible from the boiler room without the use of such devices. In plants where a fireman is not in constant attendance in the boiler room, the smoke indicator shall be of a type which will sound an alarm or flash a signal to attract the attention of the fireman. Any existing plant which emits unlawful smoke may be required to install such an indicating device.

(3) EXCEPTIONS. The provisions of this section shall not apply to locomotives or steamships.

20.12 **DISPOSAL OF DUST.**

(1) Dust from dust separating equipment and from other sources in any installation which is not to be reclaimed shall be moistened and hauled in an approved manner to a City dump or other approved point of disposal. If the dust is to be reclaimed, it shall be handled in a manner satisfactory to the Inspector.

(2) This section shall not apply to railroad locomotives or steamships.

20.13 **CONTAMINANTS.** No person shall cause or permit to be emitted into the open air any air contaminant from any device, nor shall any person cause or permit to be blown into the open air any air contaminant from any dust-borne material.

20.14 **EMISSION: LIMITS AND MEASUREMENT.**

(1) GENERAL.

(a) Ordinary Operation. No person shall cause or permit to be emitted into the open air from any stack or chimney, fuel-burning equipment, internal combustion engine, premises, open fire, or any other source smoke the shade or density of which is equal to or greater than No. 2 of the Ringelmann Chart, except smoke the shade or density of which is equal to but does not exceed No. 2 of the Ringelmann Chart may be emitted for a period or periods not to exceed two minutes in any 30-minute period, and except when the firebox is being cleaned out or a new fire is being built therefor or when such a breakdown of equipment occurs that such emission is not reasonably preventable.

(b) Clean-Outs and New Fires. When the firebox is being cleaned out, or flues are being blown, or a new fire is being built therein, smoke the shade or density of which is equal to but does not exceed No. 2 of the Ringelmann Chart may be emitted into the open air for a period or aggregate of periods not exceeding nine minutes in any 60-minute period, or smoke of a density equal to but not exceeding No. 3 on the Ringelmann Chart may be emitted into the open air for a period or aggregate of periods not exceeding five minutes in any 60-minute period. When flues are being blown on boilers exceeding 100,000 lb. of steam per hour, smoke equal to No. 2 on the Ringelmann Chart may be emitted for a period or aggregate of periods not exceeding 16 minutes in any single period of 120 minutes. The emissions of smoke permitted in this paragraph shall be in the alternative and not cumulative. No person shall cause or permit to be emitted into the open air during the cleaning out of a firebox or the building of a new fire therein smoke the shade or density of which exceeds the limits permitted by this paragraph nor for a longer period than herein permitted.

(2) LOCOMOTIVES.

(a) In Service or Ready for Service. Smoke the shade or density of which is unlimited may be emitted into the open air from any railroad locomotive in service or ready for service for a period or aggregate of periods not to exceed 45 second in any three-minute period. During the remainder of such three-minute period, smoke the shade or density of which is equal to but does not exceed No. 2 of the Ringelmann Chart may be emitted. No person shall cause or permit to be emitted into the open air from any railroad locomotive in or ready for service smoke the shade or density of which exceeds the limits permitted by the provisions of this paragraph, except when such a breakdown of equipment occurs that such emission is not reasonably preventable.

(b) Clean-Outs and New Fires. When a firebox is being cleaned out or a new fire is being built in a railroad locomotive, smoke the shade or density of which is equal to but not greater than No. 2 of the Ringelmann Chart may be emitted into the open air for a period or aggregate of periods not to exceed nine minutes in any 60-minute period, or smoke the shade or density of which is unlimited may be emitted into the open air for a period or aggregate of periods not exceeding five minutes in any 60-minute period. Emission of smoke as permitted by the provisions of this paragraph shall be in the alternative and not cumulative. No person shall cause or permit to be emitted into the open air from any railroad locomotive while the firebox thereof is being cleaned

out or a new fire is being built therein smoke the shade or density of which exceeds the limits permitted by this paragraph nor for longer periods than herein permitted.

(3) STEAMSHIPS.

(a) When Navigating or Maneuvering. While navigating or maneuvering in the river inside the City, a steamship may emit into the open air smoke the shade or density of which is unlimited for a period or an aggregate of periods not to exceed three minutes in any 15-minute period. During the remainder of such 15 minutes, smoke the shade or density of which is less than No. 2 of the Ringelmann Chart may be emitted. No steamship shall emit and no person shall cause or permit to be emitted into the open air from any steamship situated as herein set forth smoke the shade or density of which exceeds the limits permitted by this paragraph nor for longer periods than herein permitted. The provisions of this section shall not apply to any ship making its first call at the Port of Green Bay in any calendar year.

(b) Steamships Docked. When any steamship is docked within the City [except as provided in paragraphs (c) and (d)], it may emit smoke the shade or density of which is less than No. 2 of the Ringelmann Chart, except during the last 15 minutes before such steamship leaves such dock, such steamship may emit smoke the shade or density of which does not exceed No. 3 of the Ringelmann Chart for a period or aggregate of periods not to exceed three minutes, provided that such permitted emission shall not be cumulative to the emission permitted by paragraph (d). No steamship shall emit and no person shall cause or permit to be emitted into the open air from any steamship situated as above set forth smoke the shade or density of which exceeds the limits permitted by this paragraph nor for longer periods than herein permitted.

(c) Self-Unloading Steamship. Steamships equipped with self-unloading machinery which is operated by power from the main power plant of such steamship may, while docked in the City and while such self-unloading machinery is actually and necessarily operating in the discharge of cargo, emit smoke the shade or density of which is unlimited for three minutes in any 12-minute period. During the remainder of such 12-minute period, such steamship so equipped and while so operated may emit smoke the shade or density of which is less than No. 2 of the Ringelmann Chart. No steamship so equipped and while so operated shall emit and no person shall cause or permit to be emitted into the open air from such steamship smoke the shade or density of which exceeds the limits permitted by this paragraph.

(d) Clean-Outs and New Fires. When a firebox is being cleaned out or a new fire is being built therein in a steamship or tugboat, or when such steamship or tugboat is undergoing inspection by a Marine Inspector in accordance with regulations of the United States Coast Guard, such steamship or tugboat may emit into the open air smoke the shade or density of which does not exceed No. 2 of the Ringelmann Chart for a period or aggregate of periods not to exceed nine minutes in any 60-minute period or smoke the shade or density of which is unlimited for a period or aggregate of periods not to exceed five minutes in any 60-minute period. The emission of smoke permitted in this paragraph shall be in the alternative and not cumulative. No steamship shall emit and no person shall cause or permit to be emitted into the open air from any steamship while its firebox is being cleaned out or a new fire is being built therein, or a Marine Inspector's inspection is being made, smoke the shade or density of which exceeds the limits permitted by the provisions of this paragraph nor for a longer period of time than is herein permitted.

(4) TUGBOATS.

(a) When Navigating or Maneuvering Under Own Power. While navigating or maneuvering under its own power in the river inside the City and not engaged in towing a steamship, a tugboat may emit into the open air smoke the shade or density of which is unlimited for a period or aggregate of periods not to exceed three minutes in any 15-minute period. During the remainder of such 15-minute period, smoke the shade or density of which is less than No. 2 of the Ringelmann Chart may be emitted. No tugboat shall emit and no person shall cause or permit to be emitted into the open air from any tugboat situated as set forth smoke the shade or density of which exceeds the limits permitted by this paragraph nor for a longer period than herein permitted.

(b) When Towing Steamships. When a tugboat is towing a steamship within the City, it may emit smoke the shade or density of which is unlimited for a period or aggregate periods not to exceed three minutes in any 12-minute period. During the remainder of such 12-minute period, smoke the shade or density of which is less than No. 2 of the Ringelmann Chart may be emitted. No tugboat shall emit and no person shall cause or permit to be emitted into the open air from any tugboat situated as set forth smoke the shade or density of which exceeds the limits permitted in this paragraph nor for a longer period than herein permitted.

(c) While Docked. While docked in the City inside the river, a tugboat may emit into the open air smoke the shade or density of which is unlimited for a period or aggregate of periods not to exceed three minutes in any 15-minute period. During the remainder of such 15-minute period, smoke the shade or density of which is less than No. 2 of the Ringelmann Chart may be emitted. These permitted emissions shall not be cumulative to the emissions permitted by paragraph (d). No tugboat shall emit and no person shall cause or permit to be emitted into the open air from a tugboat situated as set forth smoke the shade or density of which exceeds the limits permitted by this paragraph nor for longer periods than herein permitted.

(5) LIMITATION ON DUST EMISSION.

(a) Except when blowing flues as permitted in §20.14(1)(b), Green Bay Municipal Code, no person shall cause or permit to be emitted into the open air from any fuel-burning equipment, or to pass any convenient measuring point in the stack, dust in the gases to exceed 0.85 lb. per 1,000 lbs. of gases, adjusted to 12 percent CO content for the products of combustion.

(b) No person shall cause or permit to be discharged from any industrial process, manufacturing operation, material handling, or any other source dust in the gases or air to exceed 0.85 lb. per 1,000 lbs. of the gases, except in no case shall more than 15 percent of the total dust measured before entering the dust- separating device be emitted into the atmosphere.

(6) ASCERTAINMENT OF DUST QUANTITY.

(a) The quantity of dust or solids in the gases shall be determined according to the Test Code for Dust-Separating Apparatus Society of Mechanical Engineers, 1941, which is made a part of this chapter by reference.

(b) This subsection shall not apply to railroad locomotives or steamships.

20.15 SEALING OF EQUIPMENT.

(1) NOTIFICATION AND HEARING.

(a) Any person who has been notified of three or more violations of this chapter in respect to the emission of smoke, dust, cinders, soot, fumes, noxious gases, or waste within any consecutive 12-month period shall be notified to show cause before the Inspector on a day certain, not less than 10 days from the date of notice, why the equipment causing such violation shall not be sealed. If the person so notified is not the owner of the equipment, such notice shall also be given to such owner or to the agent of such owner. The notice herein provided for may be given by registered mail directed to the last known address of the person to be notified, with return receipt of address required; or if the person's whereabouts is unknown, by posting a notice on or near the premises at which such violations have occurred. The person so notified may appear at such hearing and be heard. If the Inspector finds upon such hearing that adequate corrective means and methods have not been employed to correct such violation, the Inspector shall seal the equipment until such time as an installation permit and operating permit, as provided under this chapter, have been applied for and issued for such equipment.

(2) SEAL. No person shall violate the seal on any fuel-burning equipment that has been sealed at the direction of the Inspector, unless authorized by the Inspector in writing to do so.

20.16 **PERSONS LIABLE.**

(1) All persons owning, operating, or in charge or control of any equipment who shall cause, permit, or participate in any violation of this chapter, either as proprietors, owners, lessees, tenants, managers, superintendents, constructors, installers, mechanics, repairmen, captains, janitors, engineers, firemen, or otherwise, shall be individually and collectively liable for any penalties imposed by this chapter.

(2) The Inspector may institute complaints against all persons violating this chapter.

20.20 **GENERAL PENALTY.** Any person who shall violate any provision of this chapter or any rule, regulation, or order made hereunder shall be subject to a penalty as provided in §40.05, Green Bay Municipal Code. The unlawful emission of smoke, dust, cinders, soot, fumes, noxious gases, or waste from each stack shall constitute a separate offense.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 25-13

AN ORDINANCE AMENDING CHAPTER 9, GREEN BAY MUNICIPAL CODE, RELATING TO SOLID WASTE COLLECTION AND DISPOSAL

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 9, Green Bay Municipal Code, is hereby amended. A copy of the changes to Chapter 9 is attached hereto.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Ald. Kocha requested that changes be made before the third reading.
Moved by Ald. Kocha, seconded by Ald. Tim DeWane to advance the ordinance to the third reading. Motion carried.

CHAPTER 13-1300. FLOODPLAIN OVERLAY DISTRICT

SECTION 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, STATEMENT OF PURPOSE, TITLE AND DEFINITION

13-1301. Statutory authorization. This ordinance is adopted pursuant to the authorization in Wis. Stats. 62.23, and the requirements of 87.30, Stats.

13-1302. Finding of fact. Uncontrolled development and use of the floodplains **and** rivers, ~~or streams~~ of this municipality would impair the public health, safety, convenience, general welfare and tax base.

13-1303. Statement of purpose. This ordinance is intended to regulate floodplain development to:

- (a) Protect life, health and property;
- (b) Minimize expenditures of public funds for flood control projects;
- (c) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (d) Minimize business interruptions and other economic disruptions;
- (e) Minimize damage to public facilities in the floodplain;
- (f) Minimize the occurrence of future flood blight areas in the floodplain;
- (g) Discourage the victimization of unwary land and homebuyers;
- (h) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (i) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

13-1304. Title. This ordinance shall be known as the Floodplain Zoning Ordinance for the City of Green Bay, Wisconsin.

13-1305. Definitions. Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

A ZONES - Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

AH ZONE – See “AREA OF SHALLOW FLOODING”.

AO ZONE – See “AREA OF SHALLOW FLOODING”.

ACCESSORY STRUCTURE OR USE - A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.

ALTERATION – An enhancement, upgrading or substantial change or modifications other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

BASE FLOOD - Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

BASEMENT - Any enclosed area of a building having its floor sub-grade, i.e., below ground level, on all sides.

BUILDING - See STRUCTURE.

BULKHEAD LINE - A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

CAMPGROUND - Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

CAMPING UNIT - Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, ~~or tent or other mobile recreational vehicle~~ **that is fully licensed, if required, and ready for highway use**.

CERTIFICATE OF COMPLIANCE - A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

CHANNEL - A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

CRAWLWAYS OR CRAWL SPACE - An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

DECK - An unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.

DEPARTMENT - The Wisconsin Department of Natural Resources.

DEVELOPMENT - Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

DRYLAND ACCESS - A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

ENCROACHMENT - Any fill, structure, equipment, building, use or development in the floodway.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

EXPANSION TO EXISTING MOBILE/MANUFACTURED HOME PARK - The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - The federal agency that administers the National Flood Insurance Program.

FLOOD INSURANCE RATE MAP (FIRM) - A map of a community on which the Federal Insurance Administration has delineated both special flood hazard areas (the floodplain) **the floodplain** and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

FLOOD or FLOODING - A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- (a) The overflow or rise of inland waters,
- (b) The rapid accumulation or runoff of surface waters from any source,
- (c) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior, or
- (d) The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

FLOOD FREQUENCY - The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

FLOODFRINGE - That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

FLOOD HAZARD BOUNDARY MAP - A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

FLOOD INSURANCE STUDY - A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood

Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

FLOODPLAIN - Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.

FLOODPLAIN ISLAND - A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

FLOODPLAIN MANAGEMENT - Policy and procedures to insure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

FLOOD PROFILE - A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

FLOODPROOFING - Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

FLOOD PROTECTION ELEVATION - An elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)

FLOOD STORAGE - Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

FLOODWAY - The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

FREEBOARD - A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

HABITABLE STRUCTURE - Any structure or portion thereof used or designed for human habitation.

HEARING NOTICE - Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

HIGH FLOOD DAMAGE POTENTIAL - Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - Any structure that is either:

- (a) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register,
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district,
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior, or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

INCREASE IN REGIONAL FLOOD HEIGHT - A calculated upward rise in the regional flood elevation, equal to or greater than ~~0.04~~ **0.00** foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

LAND USE - Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.

LOWEST FLOOR – The lowest floor of the lowest enclosed area ~~(including basement)~~. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR 60.3.

MAINTENANCE – The act or process of restoring to original soundness, including redecorating, refinishing, non structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.

MANUFACTURED HOME - A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

MUNICIPALITY or MUNICIPAL - The county, city or village governmental units enacting, administering and enforcing this zoning ordinance.

NAVD or NORTH AMERICAN VERTICAL DATUM - Elevations referenced to mean sea level datum, 1988 adjustment.

NGVD or NATIONAL GEODETIC VERTICAL DATUM - Elevations referenced to mean sea level datum, 1929 adjustment.

NEW CONSTRUCTION - For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it

includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

NONCONFORMING STRUCTURE - An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

NONCONFORMING USE - An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

OBSTRUCTION TO FLOW - Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

OFFICIAL FLOODPLAIN ZONING MAPS - Those maps, adopted and made part of this ordinance, as described in chapter 13-1307, which have been approved by the Department and FEMA ~~based on the Brown County Flood Insurance Study (FIS), dated August 18, 2009, volume numbers 55009CV001A, 55009CV002A, and 55009CV003A.~~

OPEN SPACE USE - Those uses having a relatively low flood damage potential and not involving structures.

ORDINARY HIGHWATER MARK - The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

PERSON - An individual, or group of individuals, corporation, partnership, association, municipality or state agency.

PRIVATE SEWAGE SYSTEM - A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Commerce, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.

PUBLIC UTILITIES - Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

REASONABLY SAFE FROM FLOODING - Means base flood waters will not inundate the land or damage structures to be removed from the ~~special flood hazard area~~ **floodplain** and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

REGIONAL FLOOD - A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

START OF CONSTRUCTION - The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

SUBDIVISION - Has the meaning given in s. 236.02(12), Wis. Stats.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work preformed. The term does not, however, include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

UNNECESSARY HARDSHIP - Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

VARIANCE - An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

VIOLATION - The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

WATERSHED - The entire region contributing runoff or surface water to a watercourse or body of water.

WATER SURFACE PROFILE - A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

WELL - means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

SECTION 2. GENERAL PROVISIONS

13-1306. Areas to be regulated. This ordinance regulates all areas that would be covered by the regional flood or base flood **as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) and are shown as AE, A1-30, and AH Zones on the FIRM. Other regulatory zones are displayed as A and AO zones. Regional Flood Elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.**

~~**Note:** Base flood elevations are derived from the flood profiles in the Flood Insurance Study. Regional flood elevations may be derived from other studies. Areas covered by the base flood are identified as A-Zones on the Flood Insurance Rate Map.~~

13-1307. Official maps & revisions. The boundaries of all floodplain districts are designated as floodplains or A-Zones on the maps listed below. Any change to the base flood elevations (BFE) in the Flood Insurance Study (FIS) or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA before it is effective. No changes to regional flood elevations (RFE's) on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the Planning Department for the City of Green Bay. If more than one map or revision is referenced, the most restrictive information shall apply. **A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the Letter of Map Change process (see s. 10 Amendments) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the City of Green Bay Community Services Agency. If more than one map or revision is referenced, the most restrictive information shall apply.**

(a) OFFICIAL MAPS : Based on the FIS: *(select one or more of the following map citations that apply to your community; contact your DNR office if you have questions, or go to <http://store.msc.fema.gov> to access the FEMA Map Store)*

1. Flood Insurance Rate Map (FIRM), panel number **550022**, dated **August 18, 2009 and March 17, 2014**; with corresponding profiles that are based on the Flood Insurance Study (FIS) dated **March 17, 2014, Volume Numbers 55009CV001B, 5009CV002B, and 5009CV003B**;

2. Flood Hazard Boundary Map (FHBM), panel number:

Brown County Flood Insurance Rate Map (FIRM), panel numbers ~~(55009C0142F, 55009C0144F, 55009C0161F, 55009C0162F, 55009C0163F, 55009C0164F, 55009C0166F, 55009C0167F, 55009C0168F, 55009C0169F, 55009C0183F, 55009C0184F, 55009C0186F, 55009C0187F, 55009C0188F, 55009C0189F, 55009C0191F, 55009C0192F, 55009C0193F, 55009C0194F, 55009C0215F, 55009C0232F, 55009C0251F, 55009C0252F, 55009C0256F, 55009C0257F, 55009C0276F, 55009C0277F, 55009C0281F, and 55009C0282F)~~ **55009C0142G, 55009C0144G dated March 17, 2014;** dated August 18, 2009; with corresponding profiles that are based on the FIS.

Approved by: The DNR and FEMA

- (b) **OFFICIAL MAPS:** Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development. **(The following are examples of other types of maps you may need to adopt.)**

1. 100-Year Dam Failure Floodplain Map, dated (fill in map date), prepared by (fill in contractor.) Approved by: The DNR

2. ~~Letter of Map Revision (case number and date).~~

~~OFFICIAL MAPS : Based on the Brown County Flood Insurance Study (FIS), dated August 18, 2009, volume numbers 55009CV001A, 55009CV002A, and 55009CV003A.~~

~~(a) Brown County Flood Insurance Rate Map (FIRM), panel numbers (55009C0142F, 55009C0144F, 55009C0161F, 55009C0162F, 55009C0163F, 55009C0164F, 55009C0166F, 55009C0167F, 55009C0168F, 55009C0169F, 55009C0183F, 55009C0184F, 55009C0186F, 55009C0187F, 55009C0188F, 55009C0189F, 55009C0191F, 55009C0192F, 55009C0193F, 55009C0194F, 55009C0215F, 55009C0232F, 55009C0251F, 55009C0252F, 55009C0256F, 55009C0257F, 55009C0276F, 55009C0277F, 55009C0281F, and 55009C0282F) dated August 18, 2009; with corresponding profiles that are based on the FIS.~~

SECTION 3. ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

13-1309. Districts defined. The regional floodplain areas are divided into three districts as follows:

- (a) The Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters **and are contained within AE Zones as shown on the FIRM.**
- (b) The Floodfringe District (FF) is that portion ~~of the floodplain between the regional flood limits and the floodway~~ **between the regional flood limits and the floodway and displayed as AE Zones on the FIRM.**
- (c) The General Floodplain District (GFP) is those areas that ~~have been or may be covered by floodwater during the regional flood~~ **may be covered by floodwater during the regional flood and does not have a BFE or floodway boundary determined, including A, AH, and AO zones on the FIRM.**

13-1310. Locating floodplain boundaries. Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in paragraphs (a) or (b) below. If a significant difference exists, the map shall be amended according to Section 10. The Zoning Administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The Zoning Administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the Zoning Administrator and an applicant over the district boundary line shall be settled according to the standards of chapter 13-1341(c) and the criteria in (a) and (b) below.

(a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.

(b) Where flood profiles do not exist, the location of the boundary shall be determined by the map scale, visual on-site inspection and any information provided by the Department.

~~**Note:** Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must also approve any map amendment pursuant to chapter 13-1345 (f).~~

13-1311. Removal of lands from floodplain. Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two (2) feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to Section 10.

Note: This procedure does not remove the requirements for the mandatory purchase of flood insurance. The property owner must contact FEMA to request a Letter of Map Change (LOMC).

13-1312. Compliance. Any development or use within the areas regulated by this ordinance shall be in compliance with the terms of this ordinance, and other applicable local, state, and federal regulations.

13-1313. Municipalities and state agencies regulated. Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies.

13-1314. Abrogation and greater restrictions.

- (a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under Wis. Stats. 61.23, which relate to floodplains. If another ordinance is more restrictive than this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
- (b) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

13-1315. Interpretation. In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

13-1316. Warning and disclaimer of liability. The flood protection standards in this ordinance are based on engineering experience and scientific research. Larger floods may occur or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. Nor does this ordinance create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

13-1317. Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

13-1318. Annexed areas for cities and villages. The Brown County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and **44 CFR 59-72**, the National Flood Insurance Program (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the Municipal Zoning Administrator. All plats or maps of annexation shall show the regional flood elevation and the location of the floodway.

SECTION 4. GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

13-1319. General Development Standards. The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed ~~or modified and adequately~~ **and** anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with **flood-resistant** materials ~~resistant to flood damage~~; be constructed by methods and practices that minimize flood damages; and be constructed ~~with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~ **to minimize flood damages and to ensure that utility and mechanical equipment is designed and/or located so as to prevent water from entering or accumulating within the equipment during conditions of flooding.**

Subdivisions shall be reviewed for compliance with the above standards. All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and **all other requirements in s. 13-1339(b). Adequate drainage shall be provided to reduce exposure to flood hazards and all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages .**

13-1320 Hydraulic and hydrologic analyses.

- (a) ~~Except as allowed in par. (c) below, No floodplain development shall:~~
- (1) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, increasing regional flood height; or
 - (2) Increase regional flood height due to floodplain storage area lost, ~~which equals or exceeds 0.01 foot.~~
- (b) The Zoning Administrator shall deny permits if it is determined the proposed development will obstruct flow or increase regional flood heights ~~0.01 foot or more,~~ based on the officially adopted FIRM or other adopted map, unless the provisions of **s. 10 par. (c)** are met.
- ~~(c) Obstructions or increases equal to or greater than 0.01 foot may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with Section 10.~~

~~**Note:** This section refers to obstructions or increases in base flood elevations as shown on the officially adopted FIRM or other adopted map. Any such alterations must be reviewed and approved by FEMA and the DNR.~~

13-1321 Watercourse alterations. No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices and required the applicant to secure all necessary state and federal permits. **The standards of s. 13-1320 must be met and** the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation **and pursuant to s. 10, Amendments, the community shall apply for a Letter of Map Revisions (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and DNR through the LOMC process.** ~~, the Zoning Administrator shall notify FEMA of the changes by submitting appropriate technical or scientific data in accordance with NFIP guidelines that shall be used to revise the FIRM, risk premium rates and floodplain management regulations as required.~~

13-1322. Chapter 30, 31 Wis. Stats., development. Development which requires a permit from the Department, under chs. 30 and 31, Wis. Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the **floodplain zoning ordinance are made according to s. 10, Amendments** ~~floodway lines, water surface profiles, BFE's established in the FIS, or other data from the officially adopted FIRM, or other floodplain zoning maps or the floodplain zoning ordinance are made according to Section 10.~~

13-1323. Public or private campgrounds. Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (a) The campground is approved by the Department of Health Services.
- (b) A land use permit for the campground is issued by the Zoning Administrator.
- (c) The character of the river system and the elevation of the campground is such that a 72-hour warning of an impending flood can be given to all campground occupants.
- (d) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation.
- (e) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (d) - to remain in compliance with all applicable regulations, including those of the state Department of Health Services and all other applicable regulations.
- (f) Only camping units **that are fully licensed, if required, and ready for highway use** are allowed.
- (g) The camping units ~~may~~ **shall** not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours.
- (h) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section.
- (i) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section.
- (j) All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either Section 5 or Section 6 for the floodplain district in which the structure is located.
- (k) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued.
- (l) All service facilities, including but not limited to refuse collection, electrical service, ~~natural~~ gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

SECTION 5. FLOODWAY DISTRICT (FW).

13-1324. Applicability. This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to chapter 13-1334.

13-1325. Permitted Uses. The following open space uses are allowed in the floodway district and the floodway areas of the general floodplain district, if they are not prohibited by any other ordinance; they meet the standards in chapters 13-1326 and 13-1327; and all permits or certificates have been issued according to chapter 13-1339:

- (a) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.

- (b) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
- (c) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of chapter 13-1326 (d).
- (d) Uses or structures accessory to open space uses, or classified as historic structures that comply with chapters 13-1326 and 13-1327.
- (e) Extraction of sand, gravel or other materials that comply with chapter 13-1326 (d).
- (f) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
- (g) Public utilities, streets and bridges that comply with chapter 13-1326 (c).

13-1326. Standards for developments in floodway areas.

- (a) General
 - (1) Any development in floodway areas shall comply with Section 4 and have a low flood damage potential.
 - (2) Applicants shall provide the following data to determine the effects of the proposal according to chapter 13-1320.
 - a. A cross-section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or
 - b. An analysis calculating the effects of this proposal on regional flood height.
 - (3) The Zoning Administrator shall deny the permit application if the project will increase flood elevations upstream or downstream 0.01 foot or more, based on the data submitted for par. (2) above.
- (b) Structures. Structures accessory to permanent open space uses or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:
 - (1) The structure is not designed for human habitation and does not have a high flood damage potential **and is constructed to minimize flood damage.**
 - (2) **Shall have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings shall be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.**
 - (3) It must be anchored to resist flotation, collapse, and lateral movement;
 - (4) Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - (5) It must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- (c) Public utilities, streets, and bridges. Public utilities, streets and bridges may be allowed by permit, if:
 - (1) Adequate floodproofing measures are provided to the flood protection elevation; and
 - (2) Construction meets the development standards of chapter 13-1320.
- (d) Fills or deposition of materials. Fills or deposition of materials may be allowed by permit, if:

- (1) The requirements of chapter 13-1320 are met;
- (2) No material is deposited in the navigable ~~channel~~ **waters** unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and the other requirements of this section are met;
- (3) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- (4) The fill is not classified as a solid or hazardous material.

13-1327. Prohibited uses. All uses not listed as permitted uses in chapter 13-1325 are prohibited, including the following uses:

- (a) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- (b) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- (c) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- (d) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. ~~COMM 83~~ **SPS 383**, Wis. Adm. Code;
- (e) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- (f) Any solid or hazardous waste disposal sites;
- (g) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code;
- (h) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

SECTION 6. FLOOD FRINGE DISTRICT (FF).

13-1328. Applicability. This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to chapter 13-1334.

13-1329. Permitted and conditional uses. Any structure, land use, or development is allowed in the floodfringe district if the standards in chapter 13-1330 are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in chapter 13-1339 have been issued.

13-1330 Standards for development in the flood fringe areas. All of the provisions of chapter 13-1320 shall apply, in addition to the following requirements, according to the use requested. **Any existing structure in the floodfringe must meet the requirements of s. 8, Nonconforming Uses.**

- (a) Residential uses. **Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 8 Nonconforming Uses;**
 - (1) The elevation of the lowest floor, excluding the basement or crawlway, shall be at or above the flood protection elevation (which is a point 2 feet above the regional flood

elevation) on fill, **unless the requirements of 13-1300(a)(2) can be met.** The fill elevation shall be 1 foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. In addition, the side slopes of fill placed for the purpose of elevating structures shall meet the following requirements.

- a. The side slopes of a fill area shall be tapered back to the grade of the neighboring property at a maximum 3:1 slope.
- b. A minimum two foot wide stormwater drainage area shall be constructed and maintained as such along the entire length of the side lot lines.
- c. If adequate space does not exist for 3:1 side slopes and the required stormwater drainage, then a retaining wall with a maximum height of two feet may be incorporated into the side slope. In such cases, the required two foot stormwater drainage area shall be maintained and the slopes of remaining fill areas shall not exceed 3:1.
- d. Retaining walls shall be constructed of durable, decorative materials and shall be maintained in good repair.

(3) (7) The basement floor elevation shall not be more than five (5) feet below the regional flood elevation.

(4) The basement or crawlway floor may be placed at the regional flood elevation if it is dry floodproofed to the flood protection elevation. No basement or crawlway floor is allowed below the regional flood elevation;

(5) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).

(6) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:

- a. The municipality has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or**
- b. The municipality has a DNR-approved emergency evacuation plan.**

(b) Accessory uses. Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

~~(b) Accessory structures or uses.~~

~~(1) Except as provided in par. (2), an accessory structure which is not connected to a principal structure may be constructed with its lowest floor at or above the regional flood elevation~~

~~(2) An accessory structure which is not connected to the principal structure and which is less than 600 square feet in size and valued at less than \$10,000 may be constructed with its lowest floor no more than two feet below the regional flood elevation if it is subject to flood velocities of no more than two feet per second and it meets all of the provisions of chapter 13-1326 (b) (1),(2),(3) and (4) and chapter 13-1330 (e).~~

(c) Commercial uses. Any commercial structure which is erected, altered or moved into the floodfringe area shall meet the requirements of chapter 13-1330 (a). Subject to the requirements of chapter 13-1330 (e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(d) Manufacturing and industrial uses. Any manufacturing or industrial structure which is erected, altered or moved into the floodfringe area shall be protected to the flood

- ~~protection elevation using fill, levees, floodwalls, or other floodproofing measures in chapter 13-1343~~ **shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in chapter 13-1343.** Subject to the requirements of chapter 13-1330 (e), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.
- (e) Storage of materials. Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with chapter 13-1343. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.
 - (f) Public utilities, streets and bridges. All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and
 - (1) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction ~~of and substantial improvements to such facilities may only be permitted if they are floodproofed in compliance with chapter 13-1343 to the flood protection elevation~~ **or repair of such facilities shall only be permitted if they are designed to comply with chapter 13-1343;**
 - (2) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.
 - (g) Sewage systems. All ~~on-site~~ sewage disposal systems shall be ~~floodproofed, pursuant to chapter 13-1343 to minimize or eliminate infiltration of flood water into the system, pursuant to chapter 13-1343,~~ to the flood protection elevation and shall meet the provisions of all local ordinances and ch. ~~COMM-83~~ **SPS 383**, Wis. Adm. Code.
 - (h) Wells. All wells shall be ~~floodproofed, pursuant to chapter 13-1343, to the flood protection elevation~~ **designed to minimize or eliminate infiltration of flood waters into the system, pursuant to chapter 13-1343, to the flood protection elevation** and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.
 - (i) Solid waste disposal sites. Disposal of solid or hazardous waste is prohibited in floodfringe areas.
 - (j) Deposition of materials. Any deposited material must meet all the provisions of this ordinance.
 - (k) Manufactured homes.
 - (1) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
 - (2) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - a. have the lowest floor elevated to the flood protection elevation; and
 - b. be anchored so they do not float, collapse or move laterally during a flood
 - (3) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in chapter 13-1330 (a).
 - (l) Mobile recreational vehicles. All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in chapter 13-1330 (k) (2) and (3). A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking

system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

SECTION 7. GENERAL FLOODPLAIN DISTRICT (GFP).

13-1331. Applicability. The provisions for this district shall apply to all floodplains ~~for which flood profiles are not available or where flood profiles are available but floodways have not been delineated.~~ Floodway and floodfringe districts shall be delineated when adequate data is available **mapped as A, AO, or AH zones.**

13-1332. Permitted uses.

- (a) Pursuant to chapter 13-1334, it shall be determined whether the proposed use is located within ~~a the~~ floodway or floodfringe area.
- (b) Those uses permitted in floodway (chapter 13-1325) and floodfringe ~~areas~~ (chapter 13-1329) **districts** are allowed within the general floodplain district, according to the standards of chapter 13-1333, provided that all permits or certificates required under chapter 13-1339 have been issued.

13-1333. Standards for development in the general floodplain district. Section 5 applies to floodway areas, Section 6 applies to floodfringe areas. The rest of this ordinance applies to either district.

(a) In AO/AH Zones the structure's lowest floor must meet one of the conditions listed below whichever is higher:

- (1) at or above the flood protection elevation; or**
- (2) two (2) feet above the highest adjacent grade around the structure; or**
- (3) the depth as shown on the FIRM**

(b) In AO/AH zones, provide plans showing adequate drainage paths to guide floodwaters around structures.

13-1334. Determining floodway and flood fringe limits. Upon receiving an application for development within the general floodplain district, the Zoning Administrator shall:

- (a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and floodproofing measures; **and the flood zone as shown on the FIRM.**
- (b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries:

(1) A Hydrologic and Hydraulic Study as specified in s. 13.1339(a)(3).

(2) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;

(3) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

- ~~(1) A typical valley cross-section showing the stream channel, the floodplain adjoining each side of the channel, the cross-sectional area to be occupied by the proposed development, and all historic high water information;~~
- ~~(2) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;~~
- ~~(3) Profile showing the slope of the bottom of the channel or flow line of the stream;~~
- ~~(4) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.~~
- (c) Transmit one copy of the information described in pars. (a) and (b) to the Department Regional office along with a written request for technical assistance to establish regional flood elevations and, where applicable, floodway data. Where the provisions of chapter 13-1339 (b)(3) apply, the applicant shall provide all required information and computations to delineate floodway boundaries and the effects of the project on flood elevations.

SECTION 8. NONCONFORMING USES

13-1335. General.

- (a) Applicability. If these standards conform with s. 62.23(7)(h), Stats., they shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto.
- (b) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
 - (1) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. **Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.**

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure. Ordinary maintenance repairs are not considered an extension, modification or addition; these include painting, decorating, paneling and the replacement of doors, windows and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water

~~supply systems or connections to public utilities. Ordinary maintenance repairs do not include any costs associated with the repair of a damaged structure. The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.~~

- ~~(2) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;~~
- ~~(3) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;~~
- ~~(4) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with chapter 13-1330 (a). **The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph.**~~

~~The costs of elevating a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;~~

- ~~(5) Except as provided in 13-1335 (b)(6), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.~~
- ~~(6) For nonconforming buildings that are damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building may be permitted in order to restore it after the nonflood disaster, provided that the nonconforming building will meet all of the minimum requirements under applicable FEMA regulations (44 CFR Part 60), or the regulations promulgated thereunder.~~
- ~~(7) A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with chapter 13-1326 (a), flood resistant materials are used, and construction practices and floodproofing methods that comply with chapter 13-1343 are used.~~

- (5) No maintenance to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this**

ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 13-1330(a).

- (6) If on a per event basis the total value of the work being done under (4) and (5) equals or exceeds 50% of the present equalized assessed value the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 13-1330(a).
- (7) Except as provided in subd. (8), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- (8) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the minimum federal code requirements below are met and all required permits have been granted prior to the start of construction.

a. Residential Structures

- 1. Shall have the lowest floor, ~~including basement~~, elevated to or above the base flood elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of s. 13-1343(b).
- 2. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy and shall be constructed with methods and materials resistant to flood damage.
- 3. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 4. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.
- 5. In AO Zones with no elevations specified, shall have the lowest floor, ~~including basement~~, meet the standards in s. 13-1333(a).

6. In AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

b. Nonresidential Structures

1. Shall meet the requirements of s. 13-1335(b)(8)a,1-2 and 5-7.
 2. Shall either have the lowest floor, ~~including basement~~, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 13-1343(a) or (b).
 3. In AO Zones with no elevations specified, shall have the lowest floor, ~~including basement~~, meet the standards in s. 13-1333(a).
- (c) A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with s. 13-1326(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 13-1343 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 13-1335(b)(8)a if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

13-1336. Floodway Areas District.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in a floodway ~~area~~ **district**, unless such modification or addition:
- (1) Has been granted a permit or variance which meets all ordinance requirements;
 - (2) Meets the requirements of chapter 13-1335;
 - (3) ~~Will~~ **Shall** not increase the obstruction to flood flows or regional flood height;
 - (4) Any addition to the existing structure shall be floodproofed, pursuant to chapter 13-1343, by means other than the use of fill, to the flood protection elevation;
 - (5) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - a. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - b. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - c. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - d. The use must be limited to parking, **building access** or limited storage.
- (b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in a floodway ~~area~~ **district**. Any replacement, repair or maintenance of an existing on-site sewage

disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, **s. 13-1343(c) and ch. SPS 383** and ~~ch. COMM 83~~, Wis. Adm. Code.

- (c) No new well or modification to an existing well used to obtain potable water shall be allowed in ~~a floodway area~~ **the floodway district**. Any replacement, repair or maintenance of an existing well in a floodway area shall meet the applicable requirements of all municipal ordinances, **s. 13-1343(c)** and chs. NR 811 and NR 812, Wis. Adm. Code.

13-1337. Floodfringe Areas District.

- (a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality, and ~~the modification or addition shall be placed on fill or floodproofed to the flood protection elevation in compliance with the standards for that particular use in~~ **and meets the requirements of** chapter 13-1330(c), except where chapter 13-1337 (b) is applicable.
- (b) Where compliance with the provisions of chapter 13-1337 (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Appeals, using the procedures established in chapter 13-1341, may grant a variance from those provisions of chapter 13-1337 (a) for modifications or additions, using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
 - (1) No floor is allowed below the regional flood elevation for residential or commercial structures;
 - (2) Human lives are not endangered;
 - (3) Public facilities, such as water or sewer, will not be installed;
 - (4) Flood depths will not exceed two feet;
 - (5) Flood velocities will not exceed two feet per second; and
 - (6) The structure will not be used for storage of materials as described in chapter 13-1330(e).
- ~~(c) If neither the provisions of paragraphs (a) and (b) above can be met, one addition to an existing room in a nonconforming building or a building with a nonconforming use may be allowed in the floodfringe, if the addition:~~
 - ~~(1) Meets all other regulations and will be granted by permit or variance;~~
 - ~~(2) Does not exceed 60 square feet in area; and~~
 - ~~(3) In combination with other previous modifications or additions to the building, does not equal or exceed 50% of the present equalized assessed value of the building.~~
- (c) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, **13-1343(c)** and ch. ~~COMM-83~~ **SPS 383**, Wis. Adm. Code.
- (d) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance, **s. 13-1343(c)** and ch. NR 811 and NR 812, Wis. Adm. Code.

SECTION 9. ADMINISTRATION

13-1338. Applicability. Where a Zoning Administrator, planning agency or a board of adjustment/appeals has already been appointed to administer a zoning ordinance adopted under ss. 62.23(7), Stats., these officials shall also administer this ordinance.

13-1339. Zoning Administrator.

- (a) The Zoning Administrator is authorized to administer this ordinance and shall have the following duties and powers:
 - (1) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.

- (2) Issue permits and inspect properties for compliance with provisions of this ordinance, and issue certificates of compliance where appropriate.
- (3) Inspect **and assess** all damaged floodplain structures ~~and perform a substantial damage assessment~~ to determine if substantial damage to the structures has occurred.
- (4) Keep records of all official actions such as:
 - a. All permits issued, inspections made, and work approved;
 - b. Documentation of certified lowest floor and regional flood elevations for floodplain development;
 - c. **Floodproofing certificates.**
 - d. Records of water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 - e. All substantial damage assessment reports for floodplain structures.
 - f. **List of nonconforming structures and uses.**
- (5) Submit copies of the following items to the Department Regional office:
 - a. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
 - b. Copies of any case-by-case analyses, and any other information required by the Department including an annual summary of the number and types of floodplain zoning actions taken.
 - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

Note: Information on conducting substantial damage assessments is available on the DNR website – <http://dnr.wi.gov/org/water/wm/dsfm/flood/index.htm>

- (6) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
- (7) Submit copies of text and map amendments and biennial reports to the FEMA Regional office.
- (b) Land Use Permit. A land use permit shall be obtained before any new development ~~or any structural repair or~~ **repair, modification or addition to an existing structure;** or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the Zoning Administrator shall include:
 - (1) General Information.
 - a. Name and address of the applicant, property owner and contractor;
 - b. Legal description, proposed use, and whether it is new construction or a modification;
 - (2) Site development plan. A site plan drawn to scale shall be submitted with the permit application form and shall contain:
 - a. Location, dimensions, area and elevation of the lot;
 - b. Location of the ordinary highwater mark of any abutting navigable waterways;
 - c. Location of any structures with distances measured from the lot lines and street center lines;
 - d. Location of any existing or proposed on-site sewage systems or private water supply systems;
 - e. Location and elevation of existing or future access roads;
 - f. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;

- g. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
 - h. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of Section 5 or Section 6 are met; and
 - i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to chapter 13-1320. This may include any of the information noted in chapter 13-1326 (a).
- ~~(3) Data requirements to analyze development. The applicant shall provide all survey data and computations required to show the effects of the project on flood heights, velocities and floodplain storage, for all subdivision proposals, as "subdivision" is defined in s. 236, Stats., and other proposed developments exceeding 5 acres in area or where the estimated cost exceeds \$125,000. The applicant shall provide:~~
- ~~a. An analysis of the effect of the development on the regional flood profile, velocity of flow and floodplain storage capacity;~~
 - ~~b. A map showing location and details of vehicular access to lands outside the floodplain; and~~
 - ~~c. A surface drainage plan showing how flood damage will be minimized.~~

Note: ~~The estimated cost of the proposal shall include all structural development, landscaping, access and road development, utilities, and other pertinent items, but need not include land costs.~~

(c) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

a. Zone A floodplains:

1. Hydrology

- i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

2. Hydraulic modeling

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

- i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
- ii. channel sections must be surveyed.

- iii. minimum four foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
- iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
- v. the most current version of HEC_RAS shall be used.
- vi. a survey of bridge and culvert openings and the top of road is required at each structure.
- vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
- viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
- ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

3. Mapping

A work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
- ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless

adequate justification based on standard accepted engineering practices is provided.

b. Zone AE Floodplains

1. Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

2. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

i. Duplicate Effective Model

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model.

The Corrected Effective Model shall not include any man-made physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for Department review.

iii. Existing (Pre-Project Conditions) Model.

The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.

iv. Revised (Post-Project Conditions) Model.

The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.

vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and topwidths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

3. Mapping

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the

map is available, it may be submitted in order that the FIRM may be more easily revised.

iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.

iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.

vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.

vii. Both the current and proposed floodways shall be shown on the map.
viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(4) Expiration. All permits issued under the authority of this ordinance shall expire 4 year after issuance unless extended by the Zoning Administrator no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause.

- (c) Certificate of Compliance. No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt or replaced shall be occupied until a certificate of compliance is issued by the Zoning Administrator, except where no permit is required, subject to the following provisions:
- (1) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
 - (2) Application for such certificate shall be concurrent with the application for a permit;
 - (3) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
 - (4) The applicant shall submit a certification signed by a registered professional engineer, architect or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that floodproofing measures meet the requirements of chapter 13-1343.
- (d) Other permits. ~~The applicant must secure all necessary permits from federal, state, and local agencies, including those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.~~ Prior to obtaining a floodplain development permit, the applicant must secure all necessary permits from federal, state, and local agencies, including, but not limited to, those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

~~(e) Compliance. Where the information in this section is required to be provided, that information will be gathered by the applicant complying with the building permit requirements of Chapter 15, the site plan requirements of Chapter 13, and the stormwater requirements of Chapter 30 of the Green Bay Municipal Code.~~

13-1340. Zoning Agency.

- (a) The Planning Department shall:
 - (1) oversee the functions of the office of the Zoning Administrator; and
 - (2) review and advise the Governing body on all proposed amendments to this ordinance, maps and text.
- (b) This zoning agency shall not:
 - (1) grant variances to the terms of the ordinance in place of action by the Zoning Board of Appeals; or
 - (2) amend the text or zoning maps in place of official action by the Governing body.

13-1341. Zoning Board of Appeals. The Zoning Board of Appeals, created under s. 62.23(7)(e), Stats., is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The Zoning Administrator may not be the secretary of the Board.

- (a) Powers and duties. The Zoning Board of Appeals shall:
 - (1) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance.
 - (2) Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map.
 - (3) Variances - Hear and decide, upon appeal, variances from the ordinance standards.
- (b) Appeals to the Board.
 - (1) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the Zoning Administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.
 - (2) Application Materials
 - a. When applying for a variance, the applicant shall provide site and building plans in sufficient detail to allow the Board to evaluate whether the criteria for granting a variance can be met.
 - b. When a variance to the minimum floodproofing standards established by chapter 13-1326 or 13-1330 is requested, in addition to the plans and certifications submitted by a registered professional engineer or architect under chapter 13-1343, the following shall also be prepared by a qualified professional (e.g., surveyor, engineer, architect, other construction professional, etc.) and submitted by the applicant.
 - 1. The basic anticipated drainage pattern that would be expected to provide positive drainage throughout the subject area.
 - 2. How surface drainage would reach storm sewers within the road right-of-way or any other available stormwater facilities.
 - 3. Whether back yard drains or sewers would be required.

4. Design details for the side slopes of fill areas that are treated in any way other than by grading to a slope no steeper than 3:1 (e.g., retaining walls, terracing, etc.).
- (3) Notice and hearing for appeals including variances.
- a. Notice - The board shall:
 1. Fix a reasonable time for the hearing;
 2. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing;
 3. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.
 - b. Hearing - Any party may appear in person or by agent. The board shall:
 1. Resolve boundary disputes according to chapter 13-1341 (a) (2).
 2. Decide variance applications according to chapter 13-1341 (a) (3).
 3. Decide appeals of permit denials according to chapter 13-1342.
- (4) Decision: The final decision regarding the appeal or variance application shall:
- a. Be made within a reasonable time;
 - b. Be sent to the Department Regional office within 10 days of the decision;
 - c. Be a written determination signed by the chairman or secretary of the Board;
 - d. State the specific facts which are the basis for the Board's decision;
 - e. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application;
 - f. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.
- (c) Boundary disputes. The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:
- (1) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined.
 - (2) In all cases, the person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board.
 - (3) If the boundary is incorrectly mapped, the Board should inform the Planning Department or the person contesting the boundary location to petition the governing body for a map amendment according to chapters 13-1345 and 13-1346.
- (d) Variance.
- (1) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:
 - a. Literal enforcement of the ordinance ~~provisions~~ will cause unnecessary hardship;
 - b. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
 - c. The variance is not contrary to the public interest; and
 - d. The variance is consistent with the purpose of this ordinance in chapter 13-1303.
 - (2) In addition to the criteria in par. (1), to qualify for a variance under FEMA regulations, the following criteria must be met:
 - a. The variance may not cause any increase in the regional flood elevation;

- b. Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the RFE;
 - c. Variances shall only be granted upon a showing of good and sufficient cause, shall be the minimum relief necessary, shall not cause increased risks to public safety or nuisances, shall not increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.
- (3) A variance shall not:
- a. Grant, extend or increase any use prohibited in the zoning district.
 - b. Be granted for a hardship based solely on an economic gain or loss.
 - c. Be granted for a hardship which is self-created.
 - d. Damage the rights or property values of other persons in the area.
 - e. Allow actions without the amendments to this ordinance or map(s) required in chapter 13-1345.
 - f. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
 - g. Deviate from the fill area side slope requirements found in Chapter 13-1330(a)(1)a-d. These standards provide sufficient flexibility as adopted. If a lot is too small to provide the reasonable side slopes required by this ordinance, then other alternatives should be pursued such as acquiring additional property, modifying the design of the habitable structures, or coordinating construction with neighboring properties to raise the finished grade of several lots.
- (4) When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase ~~flood insurance premiums and risks to life and property. A copy shall be maintained with the variance record~~ **risk to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.**

13-1342. To review appeals of permit denials.

- (a) The Planning Department (chapter 13-1340) or Zoning Board of Appeals shall review all data related to the appeal. This may include:
 - (1) Permit application data listed in chapter 13-1339 (b).
 - (2) Floodway/floodfringe determination data in chapter 13-1334.
 - (3) Data listed in chapter 13-1326 (a) (2) where the applicant has not submitted this information to the Zoning Administrator.
 - (4) Other data submitted with the application, or submitted to the Zoning Board of Appeals with the appeal.
- (b) For appeals of all denied permits the Zoning Board of Appeals shall:
 - (1) Follow the procedures of chapter 13-1341;
 - (2) Consider recommendations from the City departments of Inspections, Planning, and Engineering; and
 - (3) Either uphold the denial or grant the appeal.
- (c) For appeals concerning increases in regional flood elevation the Board shall:
 - (1) Uphold the denial where the Zoning Board of Appeals agrees with the data showing an increase in flood elevation. Increases equal to or greater than 0.01 foot may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners **as per the requirements of s. 10 Amendments; and**
 - (2) Grant the appeal where the Zoning Board of Appeals agrees that the data properly demonstrates that the project does not cause an increase ~~equal to or greater than 0.01 foot~~ provided no other reasons for denial exist.

13-1343. Floodproofing Standards for Nonconforming Structures or Uses.

- ~~(a) No permit or variance shall be issued until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation. Such plans and certifications shall be submitted for review at the time of permit or variance application.~~
- ~~(b) Floodproofing measures shall be designed to:
 - ~~(1) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;~~
 - ~~(2) Protect structures to the flood protection elevation;~~
 - ~~(3) Anchor structures to foundations to resist flotation and lateral movement; and~~
 - ~~(4) Insure that structural walls and floors are watertight to the flood protection elevation, and the interior remains completely dry during flooding without human intervention.~~~~
- ~~(c) Floodproofing measures could include:
 - ~~(1) Reinforcing walls and floors to resist rupture or collapse caused by water pressure or floating debris.~~
 - ~~(2) Adding mass or weight to prevent flotation.~~
 - ~~(3) Placing essential utilities above the flood protection elevation.~~
 - ~~(4) Installing surface or subsurface drainage systems to relieve foundation wall and basement floor pressures.~~
 - ~~(5) Constructing water supply wells and waste treatment systems to prevent the entry of flood waters.~~
 - ~~(6) Putting cutoff valves on sewer lines or eliminating gravity flow basement drains.~~~~
- (a) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation and submits a FEMA Floodproofing Certificate. Such plans and certifications shall be submitted for review at the time of permit or variance application.**
- (b) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
 - (1) certified by a registered professional engineer or architect; or**
 - (2) meets or exceeds the following standards:**
 - a. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;**
 - b. the bottom of all openings shall be no higher than one foot above grade; and**
 - c. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.****

(c) Floodproofing measures shall be designed, as appropriate, to:

- (1) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;**
- (2) Protect structures to the flood protection elevation;**
- (3) Anchor structures to foundations to resist flotation and lateral movement; and**
- (4) Minimize or eliminate infiltration of flood waters.**
- (5) Minimize or eliminate discharges into flood waters.**

13-1344. Public Information.

- (a) Place marks on structures to show the depth of inundation during the regional flood.**
- (b) All maps, engineering data and regulations shall be available and widely distributed.**
- (c) All real estate transfers should show what floodplain zoning district any real property is in.**

SECTION 10. AMENDMENTS

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 13-1345. Any such alterations must be reviewed and approved by FEMA and the DNR.

In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 13-1345.

13-1345. General. The governing body ~~may~~ **shall** change or supplement the floodplain zoning district boundaries and this ordinance in the manner provided ~~by law in s. 13-1346.~~ Actions which require an amendment **to the ordinance and/or submittal of a Letter of Map Change (LOMC)** include, but are not limited to, the following:

- ~~(a) Any change to the official floodplain zoning map, including the floodway line or boundary of any floodplain area.~~
- ~~(b) Correction of discrepancies between the water surface profiles and floodplain zoning maps.~~
- ~~(c) Any fill in the floodplain which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain.~~

- ~~(d) Any fill or floodplain encroachment that obstructs flow, increasing regional flood height 0.01 foot or more.~~
- ~~(e) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality.~~
- ~~(f) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.~~

- (a) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;**
- (b) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;**
- (c) Any changes to any other officially adopted floodplain maps listed in 1.5 (2)(b);**
- (d) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;**
- (e) Correction of discrepancies between the water surface profiles and floodplain maps;**
- (f) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and**
- (g) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.**

Note: Consult the FEMA web site - www.fema.gov - for the map change fee schedule.

13-1346. Procedures. Ordinance amendments may be made upon petition of any interested party according to the provisions of s. 62.23, Stats. Such petitions shall include all necessary data required by chapters 13-1334 and 13-1339 (b). **The Land Use Permit shall not be issued until a Letter of Map Revision is issued y FEMA for the proposed changes.**

- (a) The proposed amendment shall be referred to the Planning Department for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats.
- (b) No amendments shall become effective until reviewed and approved by the Department.
- (c) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.**

- ~~(c) All persons petitioning for a map amendment that obstructs flow, increasing regional flood height 0.01 foot or more, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.~~
- ~~(d) For amendments in areas with no water surface profiles, the Planning Department or Zoning Board of Appeals shall consider data submitted by the Department, the Zoning Administrator's visual on-site inspections and other available information.~~
- ~~(See chapter 13-1310.)~~

SECTION 11. ENFORCEMENT AND PENALTIES

13-1347. General. Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not less than \$ 10.00 and not more than ~~\$500.00~~ **\$50.00**, together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCE NO. 17-13

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 16-97 FOR MODIFIED SIGNAGE AT 2926 FINGER ROAD (ZP 13-36)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map and statutory authority referred to therein, the Planned Unit Development created by Zoning Ordinance No. 16-97 is hereby amended on the following described property located at 2926 Finger Road:

LOT 3 OF 37 CSM 41 BNG
PART OF NW1/4 NE1/4 SEC 10 T23N R21E & E 12 FT OF
LOT 2 OF SD CSM EX 2476974 (Tax Parcel No. 21-144-8)

SECTION 2. That pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, Zoning Ordinance No. 16-97 is hereby amended to allow the following changes:

A. Signage

1. A wall sign is permitted to be placed on the south side of the building facing East Mason Street.
2. The sign shall not exceed 30 square feet in overall size, be mounted flush to the wall and may not be illuminated.

B. All other standards of City of Green Bay Municipal Code.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions and limitations related thereto, shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.
ZONING ORDINANCE NO. 17-13

SECTION 6. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 7. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance; and has no financial impact on the City.

Dated at Green Bay, Wisconsin this _____ day of _____,
2014.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCE NO. 18-13

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
FOR THE PRESERVE, LOCATED IN THE
100 - 300 BLOCK OF NORTH HURON ROAD
(ZP 13-38)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS
FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

BAIRD CREEK PRESERVE OUTLOT 1, Tax Parcel No. 21-8169
BAIRD CREEK PRESERVE OUTLOT 3, Tax Parcel No. 21-8171
BAIRD CREEK PRESERVE OUTLOT 2, Tax Parcel No. 21-8170
BAIRD CREEK PRESERVE OUTLOT 4, Tax Parcel No. 21-8172
BAIRD CREEK PRESERVE OUTLOT 10, Tax Parcel No. 21-8178
BAIRD CREEK PRESERVE OUTLOT 11, Tax Parcel No. 21-8179
BAIRD CREEK PRESERVE OUTLOT 12, Tax Parcel No. 21-8180
BAIRD CREEK PRESERVE OUTLOT 13, Tax Parcel No. 21-8181

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

Scope and Subject Area

To permit the development of The Preserve, an 86 lot subdivision. The proposed subdivision plat will contain 85 lots with reduced lot frontages for detached single-family dwellings. Lot 1 of the proposed subdivision plat will contain a clubhouse and adjoining swimming pool and parking lot. Existing stormwater management ponds will be included as part of the development with two additional water features being added to create internal open space to enhance the overall development. Exhibit A depicts the proposed Preserve subdivision plat.

Permitted Uses

Principal Uses. The permitted principle uses include the following:

- a. Single-family, detached dwellings.
- b. Club House as depicted in Exhibits F, F1, F2, and F3 located on proposed Lot 1.

A swimming pool in conjunction to the clubhouse compliant with the standards of Chapters 13-530, 13-531, and 13-532, Green Bay Municipal Code. No other accessory uses will be permitted beyond the permitted principal uses.

Prohibited Uses. Any use not identified by this ordinance as a permitted principal use or any use not determined by the Zoning Administrator to be substantially similar to a use that is permitted, shall be prohibited.

Approval of The Preserve subdivision plat compliant with the requirements of Chapter 14, Subdivision & Platting. If the Preserve plat is not recorded within one year of the approval of this ordinance, the PUD shall be considered null and void.

C. Architectural Design

1. The front façade of any dwelling shall have a minimum 25% masonry material. These materials may include brick, stone, cast stone, stucco or other acceptable material as deemed appropriate by the Community Development Review Team (CDRT). The corner side yard of any dwelling shall have a minimum 2 foot knee wall/belt line of the same masonry material from the front facade extended the entire length of the corner side façade.
2. Any wall facing a public street shall have at a minimum two openings which may include windows and/or door openings.
3. The developer has offered five housing designs, each with a standard and alternate front elevation, as part of the ordinance. Not more than four of the same front elevation may be allowed in a row on one block of the subdivision.

4. All home designs shall be generally compliant with Exhibits B, B1, C, C1, D, D1, E, and E1.

D. Lot Sizes

1. Minimum Lot Frontage: 45 feet
2. Minimum Lot Area: 7000 square feet

E. Dimensional Standards

1. Height. No structure shall exceed 35 feet.
2. Setbacks. The following setbacks shall apply as measured from property lines/right-of-way lines and shall prohibit any buildings and parking:
 - a. Front Yard - 20 feet
 - b. Corner Side Yard - 20 feet
 - c. Interior Side Yard – 7 feet
 - d. Rear Yard – 25 feet
 - e. Decks and patios may not encroach closer than 12 feet to a rear lot line or closer than the building side yard setbacks.
3. No lot shall have more than 75 percent impervious coverage.

F. Site Plan

A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under 13-1802 Green Bay Municipal Code.

G. Parking

1. Shall be consistent with Chapter 13-1700, Green Bay Municipal Code.
2. **Driveway widths shall not exceed the width of the proposed garage opening.**

3. A parking lot is permitted in conjunction to the clubhouse not to exceed 14 parking spaces.

H. Landscaping

1. A detailed landscape plan shall be submitted prior to the issuance of any building permits.
2. A 20 foot wide landscape buffer shall be required along North Huron Road, the western edge of The Preserve subdivision plat.
3. The landscape buffer shall contain berming and/or fencing with mature trees and shrubs.
4. Homes with a corner side yard fronting a public street shall provide a tree every 35 feet along the entire side yard, compliant with Chapter 13-510.

I. Signs

1. Subdivision gateway markers and signage may be permitted at the following locations:
 - a. North Huron Road and Indigo Bluff Road as depicted on Exhibit G
 - b. Whittier Drive and Bedford Road depicted on Exhibit H.
2. The principal signs shall not exceed 115 square feet, subordinate signs shall not exceed 45 square feet each as depicted on the Exhibits G and H.
3. The overall height of the gateway markers shall not exceed 7 feet.
4. All other applicable standards of Chapter 13-2000, Signs, Green Bay Municipal Code, shall apply.

J. Stormwater Management

A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

K. Home Owners Association

The developer has expressed a desire to create a Home Owner Association (HOA) as part of this development. The HOA would be intended to coordinate maintenance of amenities and place certain restrictions related to the construction and maintenance of each property with the proposed development. Any documentation related to the HOA shall be recorded with the Brown County Register of Deeds. A copy of the recorded HOA shall be supplied to the Planning Department immediately after recording. The requirements established as part of the HOA shall be enforced by the developer and/or association.

L. Additional Applicable Regulations

Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900 of the Green Bay Municipal Code and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to advance the ordinance to the third reading. Motion carried.

ORDINANCES - THIRD READING

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting all of the General Ordinances with one roll call vote. Motion carried.

GENERAL ORDINANCE NO. 21-13

AN ORDINANCE AMENDING SECTION 29.208, GREEN BAY MUNICIPAL CODE, RELATING TO PARKING REGULATIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO STOPPING OR STANDING 10:00 PM – Midnight FRIDAY and Midnight - 3:00 AM SATURDAY AND SUNDAY zone:

BROADWAY, east side, from Third Street to a point 325 feet north of Third Street

SECTION 2. Section 29.208, Green Bay Municipal Code is hereby amended by adding thereto the following NO PARKING TAXI LOADING ONLY 12:00 AM – 3:00 AM SATURDAY AND SUNDAY zone:

WASHINGTON STREET, east side, from a point 100 feet south of Doty Street to Doty Street

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 17th day of December, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the ordinance.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 22-13

AN ORDINANCE AMENDING CHAPTER 6 AND CHAPTER 33, GREEN BAY MUNICIPAL CODE, RELATING TO FEE INCREASES FOR CERTAIN LICENSES

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 6.21(2)(a), Green Bay Municipal Code, regarding a fee for a public vehicle license is hereby repealed and recreated as follows:

(2) PUBLIC VEHICLE LICENSE.

(a) Requirement. All public vehicles shall be licensed pursuant to this section and properly registered through the Wisconsin Department of Transportation. The annual license fee for each vehicle shall be ~~\$20~~ **\$25**. Such license shall terminate on December 31 annually, unless sooner revoked or suspended.

SECTION 2. Section 6.21(6)(b)2., Green Bay Municipal Code, regarding an operator's license is hereby repealed and recreated as follows:

(6) OPERATOR'S LICENSE. No person shall operate a public vehicle without first obtaining an Operator's License from the City of Green Bay. All applicants must be at least 18 years old and hold a valid Wisconsin driver's license. All public vehicle operators must obtain an operator's license within 90 days of the effective date of this ordinance.

(b) Applications.

2. (Amd. GO 27-07) The license fee shall be ~~\$40.00~~ **\$50.00** and shall be submitted with the application along with a passport-sized photo. Public vehicle operators employed in that capacity by bona fide non-profit organizations shall be exempt from paying the above license fee.

SECTION 3. Section 33.05(7), Green Bay Municipal Code, regarding the fee for liquor licenses is hereby repealed and recreated as follows:

(7) Operator's License. ~~\$40.00~~ **\$50.00** (Two-Year License).

SECTION 4. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect on January 1, 2014.

Dated at Green Bay, Wisconsin this 17th day of December, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the ordinance.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

GENERAL ORDINANCE NO. 23-13

AN ORDINANCE
AMENDING SECTION 27.101,
GREEN BAY MUNICIPAL CODE,
ADOPTING STATE LAW PERTAINING TO
RABIES CONTROL PROGRAM

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 27.101, Green Bay Municipal Code, is hereby amended as follows:

27.101 STATE LAWS ADOPTED. The following State Statutes are hereby adopted and incorporated as if fully set forth by reference. The penalty for a violation of these ordinances shall be as set forth in Subchapter IX of this Chapter. Any future amendments, revisions, or

modifications of the Statutes incorporated herein are intended to be made part of this Code.

95.21 Rabies control program.

95.21 Rabies control program.

(1) DEFINITIONS. As used in this section:

(a) "Humane officer" means an officer appointed under s. [173.03](#).

(am) "Isolation facility" means a humane society shelter, veterinary hospital, municipal pound or other place specified by an officer which is equipped with a pen or cage which isolates the animal from contact with other animals.

(b) "Officer" means a peace officer, local health officer, as defined in s. [250.01 \(5\)](#), humane officer, warden, an employee designated by the department or other person designated by the governing body of the county, city, village or town.

(c) "Owner" includes a person who owns, harbors, keeps or controls an animal.

(d) "Peace officer" has the meaning designated under s. [939.22 \(22\)](#).

(e) "Veterinarian" has the meaning designated under s. [453.02 \(7\)](#).

(em) "Veterinary technician" has the meaning designated under s. [453.02 \(12\)](#).

(f) "Warden" has the meaning designated under s. [24.01 \(11\)](#).

(2) RABIES VACCINATION REQUIRED FOR DOGS.

(a) *Requirement for vaccination.* Except as provided in s. [174.054](#) or sub. [\(9\) \(d\)](#), the owner of a dog shall have the dog vaccinated against rabies by a veterinarian or, if a veterinarian is physically present at the location the vaccine is administered, by a veterinary technician, pursuant to s. [453.05 \(2\) \(d\)](#), at no later than 5 months of age and revaccinated within one year after the initial vaccination. If the owner obtains the dog or brings the dog into this state after the dog has reached 5 months of age, the owner shall have the dog vaccinated against rabies within 30 days after the dog is obtained or brought into the state unless the dog has been vaccinated as evidenced by a current certificate of rabies vaccination from this state or another state. The owner of a dog shall have the dog revaccinated against rabies by a veterinarian or, if a veterinarian is physically present at the location the vaccine is administered, by a veterinary technician, pursuant to s. [453.05 \(2\) \(d\)](#), before the date that the immunization expires as stated on the certificate of vaccination or, if no date is specified, within 3 years after the previous vaccination.

(b) Issuance of certificate of rabies vaccination. The person who administers the vaccine under par. (a) shall complete and issue to the owner a certificate of rabies vaccination bearing a serial number and in the form approved by the department stating the owner's name and address, the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog, the date of the vaccination, the type of rabies vaccine administered and the manufacturer's serial number, the date that the immunization expires as specified for that type of vaccine by the center for disease control of the U.S. department of health and human services and the city, village or town where the dog is required to be licensed.

(c) Copies of certificate. The veterinarian shall keep a copy of each certificate of rabies vaccination in a file maintained for this purpose until the date that the immunization expires or until the dog is revaccinated whichever occurs first.

(e) Rabies vaccination tag. After issuing the certificate of rabies vaccination, the person who administers the vaccine under par. (a) shall deliver to the owner a rabies vaccination tag of durable material bearing the same serial number as the certificate, the year the vaccination was given and the name, address and telephone number of the supervising veterinarian.

(f) Tag to be attached. The owner shall attach the rabies vaccination tag or a substitute tag to a collar and a collar with the tag attached shall be kept on the dog at all times but this requirement does not apply to a dog during competition or training, to a dog while hunting, to a dog securely confined indoors, to a dog securely confined in a fenced area or to a dog while actively involved in herding or controlling livestock if the dog is under the control of its owner. The substitute tag shall be of a durable material and contain the same information as the rabies vaccination tag. The requirements of this paragraph do not apply to a dog which is not required to be vaccinated under sub. (2) (a).

(g) Duplicate tag. The person who administers the vaccine under par. (a) may furnish a new rabies vaccination tag with a new serial number to an owner in place of the original tag upon presentation of the certificate of rabies vaccination. The person who administers the vaccine under par. (a) shall then indicate the new tag number on the certificate and keep a record in the file.

(h) Cost. The owner shall pay the cost of the rabies vaccination and the cost associated with the issuance of a certificate of rabies vaccination and the delivery of a rabies vaccination tag.

(3) DISTRICT QUARANTINE.

(a) Dogs confined. If a district is quarantined for rabies, all dogs within the district shall be kept securely confined, tied, leashed or muzzled. Any dog not confined, tied, leashed or muzzled is declared a public nuisance and may be impounded. All officers shall cooperate in the enforcement of the quarantine. The clerk of every town, city or village wholly or partly

within the quarantine district shall promptly post in at least 3 public places in the town, city or village, notices of quarantine furnished by the department for posting.

(b) *Exemption of vaccinated dog from district quarantine.* A dog which is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence is exempt from the district quarantine provisions of par. [\(a\)](#) if a rabies vaccination tag or substitute tag is attached to the dog's collar.

(4) QUARANTINE OR SACRIFICE OF AN ANIMAL SUSPECTED OF BITING A PERSON OR BEING INFECTED OR EXPOSED TO RABIES.

(a) *Quarantine or sacrifice of dog or cat.* Except as provided in par. [\(d\)](#), an officer shall order a dog or cat quarantined if the officer has reason to believe that the animal bit a person, is infected with rabies or has been in contact with a rabid animal. If a quarantine cannot be imposed because the dog or cat cannot be captured, the officer may kill the animal. The officer may kill a dog or cat only as a last resort or if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head.

(b) *Sacrifice of other animals.* An officer may order killed or may kill an animal other than a dog or cat if the officer has reason to believe that the animal bit a person or is infected with rabies. Except as provided in s. [95.36](#), if an animal of a species raised primarily to produce food for human consumption is killed under this paragraph, the owner is eligible for an indemnity payment in an amount equal to the indemnity provided under s. [95.31 \(3\)](#). If the decision is made by an employee of the department, the indemnity shall be paid from the appropriation under s. [20.115 \(2\) \(b\)](#). If the decision is made by another officer, the indemnity shall be paid from the dog license fund.

(c) *Sacrifice of a dog or cat.* An officer may order killed or may kill a dog or cat if the owner of the dog or cat violates sub. [\(5\) \(a\)](#), [\(b\)](#) or [\(c\)](#).

(d) *Exception for law enforcement dogs.*

1. In this paragraph, "law enforcement agency" has the meaning given in s. [165.83 \(1\) \(b\)](#).

2. The quarantine requirement in par. [\(a\)](#) does not apply to a dog that is used by a law enforcement agency and that bites a person while the dog is performing law enforcement functions if the dog is immunized against rabies as evidenced by a valid certificate of rabies vaccination or other evidence. The law enforcement agency shall have the dog examined by a veterinarian on the day of the incident or the next day, on the 10th day after the incident, and on one intervening day. The law enforcement agency shall ensure that the dog is confined when not performing law enforcement functions until the 3rd examination has been performed.

(5) QUARANTINE OF DOG OR CAT.

(a) *Delivery to isolation facility or quarantine on premises of owner.* An officer who orders a dog or cat to be quarantined shall deliver the animal

or shall order the animal delivered to an isolation facility as soon as possible but no later than 24 hours after the original order is issued or the officer may order the animal to be quarantined on the premises of the owner if the animal is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence. If an officer delivers a dog or orders a dog to be delivered to an isolation facility and the dog is exempt from the requirement to be vaccinated against rabies under sub. [\(9\) \(d\)](#), the owner of the dog may choose an isolation facility that is a veterinary hospital.

(b) *Health risk to humans.* If a dog or cat is ordered to be quarantined because there is reason to believe that the animal bit a person, the custodian of an isolation facility or the owner shall keep the animal under strict isolation under the supervision of a veterinarian for at least 10 days after the incident occurred. In this paragraph, "supervision of a veterinarian" includes, at a minimum, examination of the animal on the first day of isolation, on the last day of isolation and on one intervening day. If the observation period is not extended and if the veterinarian certifies that the dog or cat has not exhibited any signs of rabies, the animal may be released from quarantine at the end of the observation period.

(c) *Risk to animal health.*

1. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal and if the dog or cat is not currently immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 180 days. The owner shall have the animal vaccinated against rabies between 155 and 165 days after the exposure to a rabid animal, unless the animal is exempt from the requirement to be vaccinated against rabies under sub. [\(9\) \(d\)](#).

2. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal but if the dog or cat is immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 60 days. The owner shall have the animal revaccinated against rabies as soon as possible after exposure to a rabid animal.

(d) *Sacrifice of a dog or cat exhibiting symptoms of rabies.* If a veterinarian determines that a dog or cat exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and the officer who ordered the animal quarantined and the officer or veterinarian shall kill the animal in a humane manner and in a manner which avoids damage to the animal's head. If the dog or cat is suspected to have bitten a person, the veterinarian shall notify the person or the person's physician.

(6) DELIVERY OF CARCASS; PREPARATION; EXAMINATION BY LABORATORY OF HYGIENE. An officer who kills an animal shall deliver the carcass to a veterinarian or local health department, as defined in s. [250.01 \(4\)](#). The veterinarian or local health department shall prepare the carcass, properly

prepare and package the head of the animal in a manner to minimize deterioration, arrange for delivery by the most expeditious means feasible of the head of the animal to the state laboratory of hygiene and dispose of or arrange for the disposal of the remainder of the carcass in a manner which minimizes the risk of exposure to any rabies virus. The laboratory of hygiene shall examine the specimen and determine if the animal was infected with rabies. The state laboratory of hygiene shall notify the department, the veterinarian or local health department which prepared the carcass and, if the animal is suspected to have bitten a person, that person or that person's physician.

(7) COOPERATION OF VETERINARIAN. Any practicing veterinarian who is requested to be involved in the rabies control program by an officer is encouraged to cooperate in a professional capacity with the department, the laboratory of hygiene, the local health department, as defined in s. [250.01 \(4\)](#), the officer involved and, if the animal is suspected to have bitten a person, the person's physician.

(8) RESPONSIBILITY FOR QUARANTINE AND LABORATORY EXPENSES. The owner of an animal is responsible for any expenses incurred in connection with keeping the animal in an isolation facility, supervision and examination of the animal by a veterinarian, preparation of the carcass for laboratory examination and the fee for the laboratory examination. If the owner is unknown, the county is responsible for these expenses.

(9) LOCAL PROGRAMS.

(a) This section does not prohibit or restrict a county, city, village or town from imposing a rabies control program with more restrictive provisions.

(b) This section does not prohibit a county, city, village or town from imposing its own rabies control program if the department approves the program. The department may not approve a program unless it provides for at least 2 examinations of the quarantined animal by a veterinarian or a trained individual with veterinarian involvement during a 10-day isolation period. The department shall promulgate rules establishing criteria for the approval of programs under this paragraph and defining "trained individual" and "veterinarian involvement".

(c) The department may provide training to persons who administer local rabies control programs or who conduct rabies examinations under those programs. The department may charge fees to cover the cost of training. The fees collected under this paragraph shall be credited to the appropriation under s. [20.115 \(2\) \(i\)](#).

(d) A city, village, or town may exempt the owner of a dog from the requirement to have the dog vaccinated against rabies for a year based on a letter from a veterinarian stating that vaccination is inadvisable because of a reaction to a previous vaccination, a physical condition, or a regimen of therapy that the dog is undergoing. The city, village, or town shall require the owner to provide a new letter for each year in which the owner seeks an exemption under this paragraph.

(10) PENALTIES.

(a) *Failure to obtain rabies vaccination.* An owner who fails to have a dog vaccinated against rabies as required under sub. [\(2\)](#) [\(a\)](#) may be required to forfeit not less than \$50 nor more than \$100.

(b) *Refusal to comply with order or quarantine.* An owner who refuses to comply with an order issued under this section to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined shall be fined not less than \$100 nor more than \$1,000 or imprisoned not more than 60 days or both.

(c) *Other violation.* A person who violates any provision of this section not specified under pars. [\(a\)](#) and [\(b\)](#) may be required to forfeit up to \$50.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 17th day of December, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the ordinance.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 16-13

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 14-05
FOR NORTHEAST WISCONSIN TECHNICAL COLLEGE
CAMPUS PLANNED UNIT DEVELOPMENT
TO PERMIT EDUCATIONAL USES AND

THE DEVELOPMENT OF STUDENT HOUSING
(2740 WEST MASON STREET)
(ZP 13-35)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by modifying a Planned Unit Development (PUD) District on the following described property:

Tax Parcel Number 6H-1136: SW1/4 NW1/4 SEC 29 T24N R20E EX 750 R 391 & EX RD

Tax Parcel Number 6H-1098: LOTS 3, 4, 5 & 6 SEC 29 T24N R20E EX RD

Tax Parcel Number 6H-1067: LOT E SEC 20 T24N R20E EX 12 CSM 285 & EX RD

Tax Parcel Number 6H-1067-1: LOT 1 OF 12 CSM 285 BNG PRT OF LOT E SEC 20 T24N R20E

Tax Parcel Number 6H-1065-1: W 983.40 FT OF N 429 FT OF LOT C SEC 20 T24N R20E

Tax Parcel Number 6H-1056: LOTS 10 & C SEC 20 T24N R20 E EX W 983.40 FT OF N 429 FT OF LOT C

Tax Parcel Number 6H-1054: WLY 550 FT OF LOTS 8, 11, 12 & 13 SEC 20 T24N R20E EX OUTLOT 1 OF 3 CSM 291

Tax Parcel Number 6H-1135: NE1/4 NW1/4 SEC 29 T24N R20E EX PRT IN 750 R 391

Tax Parcel Number 6H-1134: NW1/4 NE1/4 SEC 29 T24N R20E EX 371 D 488 & EX 750 R 391

Tax Parcel Number 6H-1102: OUTLOT 1 IN 3 CSM 285 BNG PRT OF LOT 7 SEC 29 T24N R20E

Tax Parcel Number 6H-1748: FIRST ADDN TO PACKERLAND WLY 146 FT OF LOT 45 EX J12501-43

Tax Parcel Number 6H-1749: FIRST ADDN TO PACKERLAND LOT 46 & PRT OF VAC RD ADJ SLY EX PRT FOR RD

Tax Parcel Number 6H-1750: FIRST ADDN TO PACKERLAND LOT 47 & PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1751: FIRST ADDN TO PACKERLAND LOT 48 & PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1752: FIRST ADDN TO PACKERLAND LOT 49 & PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1753: FIRST ADDN TO PACKERLAND LOT 50 & PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1754: FIRST ADDN TO PACKERLAND LOT 51 EX RD & PRT OF VAC FRONTAGE RD

All that part of Lots 1 and 2 of Certified Survey Map 1353 and Outlot 1 of Certified Survey Map 2364 as recorded in the Records Office for Brown County, Wisconsin, more fully described as follows:

Beginning at the southwest corner of said Outlot 1; thence North 00°12'51" West along the west line of said Outlot 1, 159.70 feet; thence North 47°54'08" East along the northwesterly lines of said Outlot 1 and also said Lot 1, 486.19 feet; thence South 68°27'30" East along the north line of said Lot 1, 200.00 feet; thence South 21°32'30" West, 80.00 feet; thence South 44°47'20" West, 478.10 feet to the south line of said Outlot 1; thence North 89°31'00" West along said south line of Outlot 1, 180.00 feet to the Point of Beginning.

Containing 132,359 square feet (3.0386 acres) more or less.
Subject to survey verification.

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

Scope and Subject Area.

Northeast Wisconsin Technical College (NWTC) is a two-year technical college serving Northeast Wisconsin by providing education, training, and life-long learning opportunities for individuals and businesses leading to the development of a skilled workforce.

It is the intent of this ordinance to allow for the continued growth of the campus in an orderly fashion in consideration of surrounding properties consistent with the Wisconsin State Technical College System.

Consistent with the objectives of the College, there is a current opportunity for the development of a higher density residential dormitory to be located on the campus to serve the needs of the students.

Exhibit A depicts the current NWTC campus boundary and the core campus limits.

Permitted Uses.

Principal Uses. The permitted principal uses include the following:

- a. Educational use as permitted under the Wisconsin State Technical College System.
- b. Uses as allowed within the General Commercial (C1) District.
- c. Options for Independent Living as approved under ZO 1-98 (ZP 1144) and as amended under ZO 4-12 (ZP 12-20).
- d. The Green Bay Botanical Gardens.
- e. Business Incubator in partnership with the College.
- f. Health Clinics in partnership with the College.

2. Residential Dormitories-Student Housing.

- a. Phase I - development of 108 residential apartment units generally compliant with Exhibit B, C, D, E, F.
- b. Architectural Design. Covered entries shall be provided on all ground-level entrances to the structure or other similar architectural entry feature shall be provided.
- c. All exterior building materials shall be of a durable nature and shall blend to complement the overall design of the structure.
- d. All rooftop and ground level mechanical equipment shall be

screened from public view using architectural treatments consistent with the overall design of the structure.

- e. Overall design and appearance shall be consistent with Exhibit D, E, F.
- f. Dimensional Standards.
 - 1. No building within the development shall exceed four stories or 55 feet in height.
 - 2. A 25 foot side and rear yard setbacks shall be maintained excluding building and parking.
- g. Landscaping.
 - 1. Foundation landscaping is provided along the front, side and rear of the building facade. This would include at least a five foot wide area along the front façade from the base of the building and is to include native, hardy perennials and shrubs to complement the façade. This would exclude any entries on the building.
 - 2. Provide a detailed landscaping plan for the area.
 - 3. Accessory Uses. Accessory uses shall include all maintenance buildings, Power & Gas Distribution outdoor lab structures serving the Campus and its programs.
 - 4. Prohibited Uses. Any use not identified by this Ordinance as a permitted principal or accessory use, or any use not determined by the Zoning Administrator to be substantially similar to a use that is permitted, shall be prohibited.

Dimensional Standards.

- 1. Height. Structures located within the campus core boundary may have an overall building height of 80 feet (measured from the average West Mason Street curb elevation) not including mechanical penthouses. Structures outside the campus core boundary may not exceed 35 feet in overall height. The exception to this requirement is the college's Burn Tower located at the Public Safety training area of the campus which may have a height of 80 feet above the elevation at the base of

that structure. Student housing is excluded from this requirement.

2. Setbacks. The following setbacks shall apply as measure from property lines/right-of-way lines and shall prohibit any buildings and parking:
 - a. West Mason Street - 15 feet
 - b. Country Club Road - 25 feet
 - c. East property line – 25 feet
 - d. North property line – 50 feet

Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802, Green Bay Municipal Code.

Parking.

1. Shall be consistent with Sections 13-1700 and 13-1800, Green Bay Municipal Code.
2. Service, loading, and trash collection. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. These functions shall be incorporated into the overall design of the building and the landscaping or may be screened in compliance with Section 13-1813, Green Bay Municipal Code.
3. Gravel or similar material may be used for drives that service the Power & Gas Distribution Field Lab.

Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.

Signs.

- 1. Except as provided herein, all signage shall be designed and installed in compliance with ZO 14-05 (ZP 05-28).**
- 2. Student Housing.**
 - a. One monument sign is permitted not greater than 8 feet in overall height and not to exceed 80 square feet per side.
 - b. Multiple wall signs may be permitted no greater than 25 square feet per sign, not to exceed a total of 100 square feet per wall.
 - c. All other applicable sign standards shall be met compliant with Section 13-2000, Green Bay Municipal Code.

Stormwater Management. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this 17th day of December, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the ordinance.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Sladek. Noes: None. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Jesse Brunette to adjourn at 8:00 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk